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BellSouth Telecommunications, Inc.

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Nashville, TN 37201-3300

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Guy M. Hicks
General Counsel

615 214 6301
Fax 615 214 7406

T.R.A. DOCKET ROOM

July 18, 2003

VIA HAND DELIVERY

Hon. Deborah Taylor Tate
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

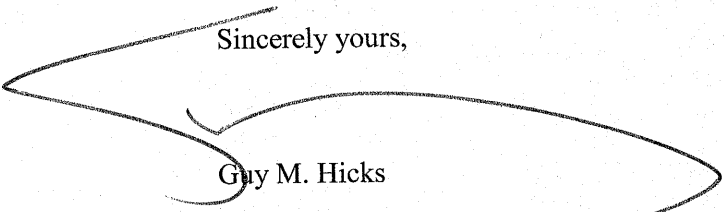
Re: *Approval of the Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. and Tennessee Independent Telecommunications Group, LLC d/b/a Iris Networks Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 03-00443

Dear Chairman Tate:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Tennessee Independent Telecommunications Group, LLC d/b/a Iris Networks and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Collocation Agreement dated May 19, 2003.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Ellen Bryson, Tennessee Independent Telecommunications Group, LLC d/b/a Iris Networks

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. and Tennessee Independent Telecommunications Group, LLC d/b/a Iris Networks Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE
COLLOCATION AGREEMENT NEGOTIATED
BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND TENNESSEE INDEPENDENT TELECOMMUNICATIONS GROUP, LLC
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Tennessee Independent Telecommunications Group, LLC d/b/a Iris Networks ("Iris") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Collocation Agreement (the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Iris and BellSouth state the following:

1. BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. Iris Networks is a Competitive Access Provider in the state of Tennessee.
3. Iris and BellSouth have recently negotiated an agreement for collocation arrangements for the purpose of interconnecting Iris' network to BellSouth's network. A copy of the Agreement is attached hereto and incorporated herein by reference.
4. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Iris and BellSouth are submitting their Agreement to the TRA for its consideration and approval.

5. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between BellSouth and Iris within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

6. Iris and BellSouth aver that the Agreement is consistent with the standards for approval.

7. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

8. Iris and BellSouth respectfully request that the TRA approve the Agreement negotiated between the parties.

This 18th day of July, 2003.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

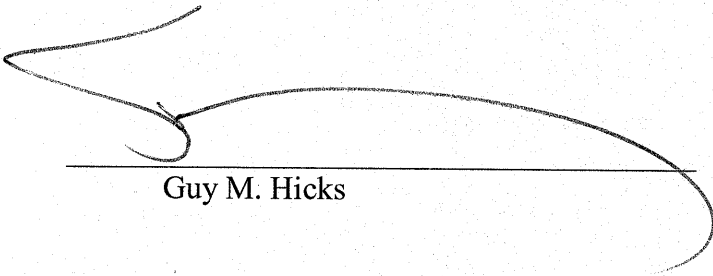
By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Collocation Agreement on the following via United States Mail on the 18th day of July, 2003.

Ellen Bryson
Chief Manager
211 Commerce Street
Suite 610
Nashville, TN 37201



A handwritten signature in black ink, consisting of a large, sweeping loop followed by a horizontal line and a small vertical stroke at the end.

Guy M. Hicks

Interconnection Agreement

Between

BellSouth Telecommunications, Inc.

and

Tennessee Independent Telecommunications Group, LLC dba Iris Net

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AGREEMENT GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Tennessee Independent Telecommunications Group, LLC dba Iris Networks ("Iris Networks"), a Tennessee Limited Liability corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or Iris Networks or both as a "Party" or "Parties."

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, Iris Networks is a Competitive Access Provider and authorized to provide telecommunications services in the state of Tennessee; and

WHEREAS, IRIS Networks seeks to purchase collocation arrangements provided by BellSouth for the purpose of interconnecting its network to BellSouth's network.

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Iris Networks agree as follows:

Definitions

Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

Commission is defined as the appropriate regulatory agency in each state of BellSouth's nine-state region (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee).

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last signature executing the Agreement. Future amendments for rate changes will also be effective thirty (30) days after the date of the last signature executing the amendment.

FCC means the Federal Communications Commission.

General Terms and Conditions means this document including all of the terms, provisions and conditions set forth herein.

Telecommunications means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. Section 1 et. seq.).

1. Term of the Agreement

- 1.1 The term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the BellSouth territory in the state of Tennessee. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.
- 1.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").
- 1.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 1.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.
- 1.4 If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, this Agreement shall be deemed extended on a month-to-month basis. Upon conversion to a month-to-month term, either Party, in its discretion may terminate this Agreement upon sixty (60) days notice to the other Party; provided, however, the Agreement cannot be terminated prior to 90 days after the original expiration date.

2. **Liability and Indemnification**

2.1 Iris Networks Liability. In the event that Iris Networks consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of Iris Networks under this Agreement.

2.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to Iris Networks for any act or omission of another Telecommunications company providing services to Iris Networks. Iris Networks shall not be liable to BellSouth for any act or omission of another Telecommunications company providing services to Iris Networks.

2.3 Limitation of Liability

2.3.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

2.3.2 Limitations in Tariffs and Contracts. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.

2.3.3 Neither BellSouth nor Iris Networks shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's

negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.

- 2.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 2.3.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.
- 2.4 Indemnification for Certain Claims. The Party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.
- 2.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.
3. **Intellectual Property Rights and Indemnification**
- 3.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the "Marks") of the Other Party. The

Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the Other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the Other Party.

- 3.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

3.3 Intellectual Property Remedies

- 3.3.1 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 2 preceding.

- 3.3.2 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below:

- 3.3.2.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 3.3.2.2 obtain a license sufficient to allow such use to continue.

- 3.3.2.3 In the event Section 3.3.2.1 or 3.3.2.2 are commercially unreasonable, then said Party may terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 3.3.3 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 3.3.4 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.
- 3.4 Dispute Resolution. Any claim arising under this Section 3 shall be excluded from the dispute resolution procedures set forth in Section 5 and shall be brought in a court of competent jurisdiction.
4. **Proprietary and Confidential Information**
- 4.1 Proprietary and Confidential Information. It may be necessary for BellSouth and Iris Networks, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.
- 4.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise

authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.

- 4.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:
- 4.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.
- 4.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.
- 4.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.
- 4.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.
- 4.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 4 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

5. **Resolution of Disputes**

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party shall petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

6. Taxes

6.1 Definition. For purposes of this Section, the terms “taxes” and “fees” shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

6.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

6.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

6.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

6.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.

6.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

6.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

6.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

- 6.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 6.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 6.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 6.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 6.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 6.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 6.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 6.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

- 6.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 6.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 6.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 6.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 6.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

7. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Iris Networks, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

8. Modification of Agreement

- 8.1 If Iris Networks changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Iris Networks to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.
- 8.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.
- 8.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Iris Networks or BellSouth to perform any material terms of this Agreement, Iris Networks or BellSouth may, on thirty (30) days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.

9. Non-waiver of Legal Rights

Execution of this Agreement by either Party does not confirm or imply that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

10. Indivisibility

The Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. Without limiting the generality of the foregoing, each of the Parties acknowledges that any provision by BellSouth of collocation space under this Agreement is solely for the purpose of facilitating interconnection under this agreement and that neither Party would have contracted with respect to the provisioning of collocation space absent the other terms and conditions set forth in this Agreement. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement.

Waivers

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the performance of any and all of the provisions of this Agreement.

11. Governing Law

Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and appropriate Commission. In all other respects, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to its conflict of laws principles.

12. Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement in its entirety to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of Iris Networks, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, Iris Networks shall not assign this Agreement to any Affiliate or non-affiliated entity unless either (1) Iris Networks pays all bills, past due and current, under this Agreement, or (2) Iris Networks's assignee expressly assumes liability for payment of such bills.

13. Notices

13.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by overnight courier or by US mail postage prepaid, address to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, Alabama 35203

and

ICS Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Iris Networks

Ellen Bryson
Chief Manager
211 Commerce Street
Suite 610
Nashville, TN 37201
(615) 986-1623
ebryson@iristransport.com

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

13.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

13.3 Notwithstanding the foregoing, BellSouth may provide Iris Networks notice via Internet posting of changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs. No Posting pursuant to this section shall change or modify any rate set forth in this Agreement for any service provided hereunder, and in the event any posting conflicts with any term or provision of this Agreement, this Agreement shall control.

14. Rule of Construction

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

15. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

16. Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

17. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefor. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Iris Networks shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Iris Networks.

Compliance with Applicable Law

Each Party shall comply at its own expense with Applicable Law.

18. Necessary Approvals

Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

19. Good Faith Performance

Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

20. Nonexclusive Dealings

This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of the Act, does it obligate either Party to provide or purchase any services (except insofar as the Parties are obligated to provide access to Interconnection, services and Network Elements to Iris Networks as a requesting carrier under the Act).

21. Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

22. Entire Agreement

22.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 22.2 below, and all documents identified therein, as such may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement and Iris Networks acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

22.2 This Agreement includes Attachments with provisions for the following:

Collocation

Billing

Rights-of-Way, Conduits and Pole Attachments

BellSouth Disaster Recovery Plan

Bona Fide Request/New Business Request Process

General Terms and Conditions
Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: *Elizabeth R. A. Shiroishi*
Name: Elizabeth R. A. Shiroishi
Title: Director
Date: 5/19/03

**Tennessee Independent
Telecommunications Group, LLC dba
Iris Networks**

By: *Ellen Bryson*
Name: Ellen Bryson
Title: Chief Manager
Date: May 19, 2003

Attachment 4
Physical Collocation

BELLSOUTH
PHYSICAL COLLOCATION

1. Scope of Attachment

1.1 The rates, terms, and conditions contained within this Attachment shall only apply when IRIS NETWORKS is physically collocated as a sole occupant or as a Host within a Premises location pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter "Premises"). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.

1.2 Right to Occupy. BellSouth shall offer to IRIS NETWORKS collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow IRIS NETWORKS to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by IRIS NETWORKS and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).

1.2.1 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth below.

1.2.1.1 The size specified by IRIS NETWORKS may contemplate a request for space sufficient to accommodate IRIS NETWORKS' growth within a two-year period.

1.3 Space Allocation. BellSouth shall attempt to accommodate IRIS NETWORKS' requested preferences if any. In allocating Collocation Space, BellSouth shall not materially increase IRIS NETWORKS' cost or materially delay IRIS NETWORKS' occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service IRIS NETWORKS wishes to offer, reduce unreasonably the total space available for physical collocation or preclude unreasonable physical collocation within the Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or by another collocated telecommunications carrier; or (f) essential for the administration and

proper functioning of BellSouth's Premises. BellSouth may segregate Collocation Space and require separate entrances in accordance with FCC Rules.

- 1.4 Space Reclamation. In the event of space exhaust within a Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Premises. IRIS NETWORKS will be responsible for any justification of unutilized space within its space, if the Commission requires such justification.
- 1.5 Use of Space. IRIS NETWORKS shall use the Collocation Space for the purposes of installing, maintaining and operating IRIS NETWORKS' equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities for the provision of telecommunications services, as specifically set forth in this Attachment. The Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.6 Rates and Charges. IRIS NETWORKS agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 1.7 If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less National holidays will be excluded.
- 1.8 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
2. Space Availability Report
 - 2.1 Space Availability Report. Upon request from IRIS NETWORKS, BellSouth will provide a written report ("Space Availability Report") describing in detail the space that is available for collocation and specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises.
 - 2.1.1 The request from IRIS NETWORKS for a Space Availability Report must be written and must include the Premises street address, as identified in the Local Exchange Routing Guide ("LERG"), and Common Language Location Identification ("CLLI") code of the Premises. CLLI code information is located in the National Exchange Carrier Association ("NECA") Tariff FCC No. 4.
 - 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request

includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall timely notify IRIS NETWORKS and inform IRIS NETWORKS of the time frame under which it can respond.

3. Collocation Options

3.1 Cageless. BellSouth shall allow IRIS NETWORKS to collocate IRIS NETWORKS' equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow IRIS NETWORKS to have direct access to IRIS NETWORKS' equipment and facilities in accordance with Section 5.9. BellSouth shall make cageless collocation available in single bay increments. Except where IRIS NETWORKS' equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, IRIS NETWORKS must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.

3.2 Caged. At IRIS NETWORKS' expense, IRIS NETWORKS may arrange with a Supplier certified by BellSouth ("BellSouth Certified Supplier") to construct a collocation arrangement enclosure in accordance with BellSouth's Technical References (TR) ("Specifications") prior to starting equipment installation. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's enclosure Specifications, IRIS NETWORKS and IRIS NETWORKS' BellSouth Certified Supplier must comply with the more stringent local building code requirements. IRIS NETWORKS' BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with IRIS NETWORKS and provide, at IRIS NETWORKS' expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for IRIS NETWORKS' BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. IRIS NETWORKS' BellSouth Certified Supplier shall bill IRIS NETWORKS directly for all work performed for IRIS NETWORKS pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by IRIS NETWORKS' BellSouth Certified Supplier. IRIS NETWORKS must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access IRIS NETWORKS' locked enclosure prior to notifying IRIS NETWORKS at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required. Upon request, BellSouth shall construct the enclosure for IRIS NETWORKS.

- 3.2.1 BellSouth may elect to review IRIS NETWORKS' plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's Specifications. Notification to IRIS NETWORKS indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if IRIS NETWORKS has indicated its desire to construct its own enclosure. If IRIS NETWORKS' Initial Application does not indicate its desire to construct its own enclosure, but its subsequent firm order does indicate its desire to construct its own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review IRIS NETWORKS' plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's Specifications, as applicable. If BellSouth decides to inspect, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from IRIS NETWORKS. BellSouth shall require IRIS NETWORKS to remove or correct within seven (7) calendar days at IRIS NETWORKS' expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's Specifications.
- 3.3 Shared Caged Collocation. IRIS NETWORKS may allow other telecommunications carriers to share IRIS NETWORKS' caged collocation arrangement pursuant to terms and conditions agreed to by IRIS NETWORKS ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. IRIS NETWORKS shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by IRIS NETWORKS that said agreement imposes upon the Guest(s) the same terms and conditions (excluding rates) for Collocation Space as set forth in this Attachment between BellSouth and IRIS NETWORKS.
- 3.3.1 IRIS NETWORKS, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide IRIS NETWORKS with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. In addition to the foregoing, IRIS NETWORKS shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest.

- 3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services. The bill for these interconnecting facilities will be charged to the Guest pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 IRIS NETWORKS shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of IRIS NETWORKS' Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property when space within the Premises is legitimately exhausted, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property. The Adjacent Arrangement shall be constructed or procured by IRIS NETWORKS and in conformance with BellSouth's design and construction Specifications. Further, IRIS NETWORKS shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.
- 3.4.1 Should IRIS NETWORKS elect Adjacent Collocation, IRIS NETWORKS must arrange with a BellSouth Certified Supplier to construct an Adjacent Arrangement structure in accordance with BellSouth's Specifications. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's Specifications, IRIS NETWORKS and IRIS NETWORKS' BellSouth Certified Supplier must comply with the more stringent local building code requirements. IRIS NETWORKS' BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. IRIS NETWORKS' BellSouth Certified Supplier shall bill IRIS NETWORKS directly for all work performed for IRIS NETWORKS pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by IRIS NETWORKS' BellSouth Certified Supplier. IRIS NETWORKS must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth will not access IRIS NETWORKS' locked enclosure prior to notifying IRIS NETWORKS at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required.
- 3.4.2 IRIS NETWORKS must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review IRIS NETWORKS' plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of the plans and specifications. BellSouth may inspect the Adjacent Arrangement during and after construction to confirm it is constructed according to the submitted plans and specifications. If BellSouth decides to inspect, BellSouth will

complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from IRIS NETWORKS. BellSouth shall require IRIS NETWORKS to remove or correct within seven (7) calendar days at IRIS NETWORKS' expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's Specifications.

- 3.4.3 IRIS NETWORKS shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At IRIS NETWORKS' option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.
- 3.5 Co-Carrier Cross Connect (CCXC). The primary purpose of collocation is for a collocated telecommunications carrier to interconnect with BellSouth's network for the provision of telecommunications services within a BellSouth Premises. BellSouth will permit IRIS NETWORKS to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Premises. Both IRIS NETWORKS' agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. At no point in time shall IRIS NETWORKS use the Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.
- 3.5.1 IRIS NETWORKS must use a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by IRIS NETWORKS. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities. In cases where IRIS NETWORKS' equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, IRIS NETWORKS will have the option of using IRIS NETWORKS' own technicians to deploy co-carrier cross connects using either electrical or optical facilities between the sets of equipment and construct its own dedicated cable support structure. IRIS NETWORKS shall deploy such optical or electrical connections directly between its own facilities and the facilities of other collocated telecommunications carriers without being routed through BellSouth equipment. IRIS NETWORKS shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). IRIS NETWORKS is responsible for ensuring the integrity of the signal.
- 3.5.2 IRIS NETWORKS shall be responsible for providing a letter of authorization ("LOA") to BellSouth from the other collocated telecommunications carrier simultaneously with

submitting the application. IRIS NETWORKS-provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two contiguous caged collocation arrangements, IRIS NETWORKS will have the option of using IRIS NETWORKS' own technicians to construct its own dedicated support structure.

- 3.5.3 To order CCXCs, IRIS NETWORKS must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If modifications in addition to the placement of CCXCs are requested, the Initial Application or Subsequent Application Fee will apply. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

4. **Occupancy**

- 4.1 **Occupancy.** BellSouth will notify IRIS NETWORKS in writing that the Collocation Space is ready for occupancy ("Space Ready Date"). IRIS NETWORKS will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying IRIS NETWORKS that the Collocation Space is ready for occupancy. BellSouth will correct any deviations to IRIS NETWORKS' original or jointly amended requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame, and BellSouth shall establish a new Space Ready Date. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to those items identified in the initial walkthrough. If IRIS NETWORKS has met the fifteen (15) calendar day interval(s), billing will begin upon the date of IRIS NETWORKS' acceptance of the Collocation Space ("Space Acceptance Date"). In the event that IRIS NETWORKS fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by IRIS NETWORKS on the Space Ready Date and billing will commence from that date. If IRIS NETWORKS decides to occupy the space prior to the Space Ready Date, the date IRIS NETWORKS occupies the space becomes the new Space Acceptance Date and billing begins from that date. IRIS NETWORKS must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, IRIS NETWORKS' telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provisioning.

- 4.2 **Termination of Occupancy.** In addition to any other provisions addressing termination of occupancy in this Agreement, IRIS NETWORKS may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy; such termination shall be effective upon BellSouth's

acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date IRIS NETWORKS and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that IRIS NETWORKS signs off on the Space Relinquishment Form and sends the form to BellSouth if a subsequent inspection of the terminated space by BellSouth reveals no discrepancies. If the subsequent inspection by BellSouth reveals discrepancies, billing will cease on the date that BellSouth and IRIS NETWORKS jointly conduct an inspection which confirms that IRIS NETWORKS has corrected the discrepancies. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate IRIS NETWORKS' right to occupy the Collocation Space in the event IRIS NETWORKS fails to comply with any provision of this Agreement including the payment of applicable fees.

- 4.2.1 Upon termination of occupancy, IRIS NETWORKS at its expense shall remove its equipment and other property from the Collocation Space. IRIS NETWORKS shall have thirty (30) calendar days from the Bona Fide Firm Order ("BFFO") Subsequent Application date ("Termination Date") to complete such removal, including the removal of all equipment and facilities of IRIS NETWORKS' Guest(s), unless IRIS NETWORKS' Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the documentation required by BellSouth prior to such removal date. IRIS NETWORKS shall continue payment of monthly fees to BellSouth until such date as IRIS NETWORKS, and if applicable IRIS NETWORKS' Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. Should IRIS NETWORKS or IRIS NETWORKS' Guest(s) fail to vacate the Collocation Space within thirty (30) calendar days from the Termination Date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of IRIS NETWORKS or IRIS NETWORKS' Guest(s), in any manner that BellSouth deems fit, at IRIS NETWORKS' expense and with no liability whatsoever for IRIS NETWORKS' property or IRIS NETWORKS' Guest(s)'s property. Upon termination of IRIS NETWORKS' right to occupy Collocation Space, the Collocation Space will revert back to BellSouth, and IRIS NETWORKS shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by IRIS NETWORKS except for ordinary wear and tear, unless otherwise agreed to by the Parties. IRIS NETWORKS' BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's Specifications including, but not limited to, Central Office Record Drawings and ERMA Records. IRIS NETWORKS shall be responsible for the cost of removing any IRIS NETWORKS constructed enclosure, together with all support structures (e.g., racking, conduits, or power cables), at the termination of occupancy and restoring the grounds to their original condition.

5. **Use of Collocation Space**

5.1 **Equipment Type.** BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network in the provision of telecommunications services.

5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.

5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on IRIS NETWORKS' failure to comply with this Section.

5.1.3 IRIS NETWORKS shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that IRIS NETWORKS submits an application for terminations that exceed the total capacity of the collocated equipment, IRIS NETWORKS will be informed of the discrepancy and will be required to submit a revision to the application.

5.2 IRIS NETWORKS shall identify to BellSouth whenever IRIS NETWORKS submits a Method of Procedure ("MOP") adding equipment to IRIS NETWORKS' Collocation Space, all UCC-1 lien holders or other entities that have a financial interest, secured and otherwise, in the equipment in IRIS NETWORKS' Collocation Space. IRIS

NETWORKS shall submit a copy of the list of any lien holders or other entities that have a financial interest to IRIS NETWORKS' RCM Representative.

- 5.3 IRIS NETWORKS shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.
- 5.4 IRIS NETWORKS shall place a plaque or other identification affixed to IRIS NETWORKS' equipment necessary to identify IRIS NETWORKS' equipment, including a list of emergency contacts with telephone numbers.
- 5.5 Entrance Facilities. IRIS NETWORKS may elect to place IRIS NETWORKS-owned or IRIS NETWORKS-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault, which are physically accessible by both Parties. IRIS NETWORKS will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. IRIS NETWORKS will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth, which will extend from the splice location to IRIS NETWORKS' equipment in the Collocation Space. In the event IRIS NETWORKS utilizes a non-metallic, riser-type entrance facility, a splice will not be required. IRIS NETWORKS must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. IRIS NETWORKS is responsible for maintenance of the entrance facilities. At IRIS NETWORKS' option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point.
- 5.5.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide IRIS NETWORKS with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to IRIS NETWORKS' arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.
- 5.5.2 Shared Use. IRIS NETWORKS may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to IRIS NETWORKS' collocation arrangement within the same BellSouth Premises.

BellSouth shall allow the splice, provided that the fiber is non-working fiber. IRIS NETWORKS must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier for BellSouth to splice the IRIS NETWORKS provided riser cable to the spare capacity on the entrance facility. If IRIS NETWORKS desires to allow another telecommunications carrier to use its entrance facilities that telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from IRIS NETWORKS for BellSouth to splice that telecommunications carrier's provided riser cable to the spare capacity on IRIS NETWORKS' entrance facility.

- 5.6 Demarcation Point. BellSouth will designate the point(s) of demarcation between IRIS NETWORKS' equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame (CDF). IRIS NETWORKS shall be responsible for providing, and IRIS NETWORKS' BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and necessary cabling pursuant to Section 7. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. IRIS NETWORKS or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.
- 5.6.1 In Tennessee, BellSouth will designate the point(s) of demarcation between IRIS NETWORKS' equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, the demarcation point shall be a IRIS NETWORKS-provided Point of Termination Bay (POT Bay) in a common area within the Premises. IRIS NETWORKS shall be responsible for providing, and IRIS NETWORKS' BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the POT Bay as well as installing the necessary cabling between IRIS NETWORKS' Collocation Space and the demarcation point. IRIS NETWORKS or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. BellSouth will negotiate alternative rates, terms and conditions related to the demarcation point in Tennessee in the event that IRIS NETWORKS desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.
- 5.7 IRIS NETWORKS' Equipment and Facilities. IRIS NETWORKS, or if required by this Attachment, IRIS NETWORKS' BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by IRIS

NETWORKS which must be performed in compliance with all applicable BellSouth Specifications. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. IRIS NETWORKS and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

- 5.8 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to IRIS NETWORKS at least forty-eight (48) hours before access to the Collocation Space is required. IRIS NETWORKS may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that IRIS NETWORKS will not bear any of the expense associated with this work.
- 5.9 Access. Pursuant to Section 12, IRIS NETWORKS shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. IRIS NETWORKS agrees to provide the name and social security number or date of birth or driver's license number of each employee, supplier, or agent of IRIS NETWORKS or IRIS NETWORKS' Guests to be provided with access keys or cards ("Access Keys") prior to the issuance of said Access Keys using form RF-2906-C "CLEC and CLEC Certified Supplier Access Request and Acknowledgement". Key acknowledgement forms, "Collocation Acknowledgement Sheet" for access cards and "Key Acknowledgement Form" for keys, must be signed by IRIS NETWORKS and returned to BellSouth Access Management within fifteen (15) calendar days of IRIS NETWORKS' receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. IRIS NETWORKS agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of IRIS NETWORKS' employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with IRIS NETWORKS or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.
- 5.9.1 BellSouth will permit one accompanied site visit to IRIS NETWORKS' designated collocation arrangement location after receipt of the BFFO without charge to IRIS NETWORKS. IRIS NETWORKS must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date IRIS NETWORKS desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, IRIS NETWORKS may submit such a request at any time subsequent to BellSouth's receipt of the BFFO. In the event IRIS NETWORKS desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit IRIS NETWORKS to access the Collocation Space accompanied by a security escort (as set forth in Section 8.7 herein) at IRIS

NETWORKS' expense. IRIS NETWORKS must request escorted access at least three (3) business days prior to the date such access is desired.

- 5.10 Lost or Stolen Access Keys. IRIS NETWORKS shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), IRIS NETWORKS shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.11 Interference or Impairment. Notwithstanding any other provisions of this Attachment, IRIS NETWORKS shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of IRIS NETWORKS violates the provisions of this paragraph, BellSouth shall give written notice to IRIS NETWORKS, which notice shall direct IRIS NETWORKS to cure the violation within forty-eight (48) hours of IRIS NETWORKS' actual receipt of written notice or, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.11.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if IRIS NETWORKS fails to take curative action within forty-eight (48) hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to IRIS NETWORKS' equipment. BellSouth will endeavor, but is not required, to provide notice to IRIS NETWORKS prior to taking such action and shall have no liability to IRIS NETWORKS for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.11.2 For purposes of this Section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and IRIS NETWORKS fails to take curative action within forty-eight (48) hours then BellSouth will establish before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to IRIS NETWORKS or, if subsequently

necessary, the Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, IRIS NETWORKS shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

- 5.12 Personalty and its Removal. Facilities and equipment placed by IRIS NETWORKS in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by IRIS NETWORKS at any time. Any damage caused to the Collocation Space by IRIS NETWORKS' employees, agents or representatives during the removal of such property shall be promptly repaired by IRIS NETWORKS at its expense.
- 5.12.1 If IRIS NETWORKS decides to remove equipment from its Collocation Space and the removal requires no physical changes, BellSouth will bill IRIS NETWORKS an Administrative Only Application Fee as set forth in Exhibit B for these changes. This nonrecurring fee will be billed on the date that BellSouth provides an Application Response.
- 5.13 Alterations. In no case shall IRIS NETWORKS or any person acting on behalf of IRIS NETWORKS make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by IRIS NETWORKS. Any such material rearrangement, modification, improvement, addition, or other alteration shall require a Subsequent Application and Subsequent Application Fee, which will be billed by BellSouth on the date that BellSouth makes an Application Response.
- 5.14 Janitorial Service. IRIS NETWORKS shall be responsible for the general upkeep of the Collocation Space. IRIS NETWORKS shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis upon request. IRIS NETWORKS shall regularly inspect the Collocation Space to ensure the Collocation Space is in good condition. IRIS NETWORKS shall promptly notify BellSouth of any damage to the Collocation Space or of the need to perform any repair or maintenance of the Collocation Space, fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical and other mechanical facilities in the Collocation Space).

6. Ordering and Preparation of Collocation Space

- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to IRIS NETWORKS and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.
- 6.2 Initial Application. For IRIS NETWORKS or IRIS NETWORKS' Guest(s) initial equipment placement, IRIS NETWORKS shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Initial Application"). The Initial Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply which will be billed by BellSouth on the date that BellSouth makes an Application Response.
- 6.3 Subsequent Application. In the event IRIS NETWORKS or IRIS NETWORKS' Guest(s) desires to modify the use of the Collocation Space after a BFFO, IRIS NETWORKS shall complete an application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Subsequent Application are completed with the appropriate type of information. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by IRIS NETWORKS in the application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.3.1 Subsequent Application Fee. The application fee paid by IRIS NETWORKS for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. If the modification requires capital expenditure, an Initial Application Fee shall apply. This nonrecurring fee will be billed on the date that BellSouth makes an Application Response.
- 6.4 Space Preferences. If IRIS NETWORKS has previously requested and received a Space Availability Report for the Premises, IRIS NETWORKS may submit up to three (3) space preferences on its application identifying specific space identification numbers as referenced on the Space Availability Report. In the event that BellSouth cannot accommodate the IRIS NETWORKS' preference(s), IRIS NETWORKS may elect to accept the space allocated by BellSouth or may cancel its application and submit another application requesting additional preferences, which will be treated as a

new application and an application fee will apply which will be billed by BellSouth on the date that BellSouth makes an Application Response.

6.5 Space Availability Notification.

- 6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify IRIS NETWORKS of the amount of space that is available and no application fee shall apply. When BellSouth's response includes an amount of space less than that requested by IRIS NETWORKS or differently configured no application fee shall apply. If IRIS NETWORKS decides to accept the available space, IRIS NETWORKS must resubmit its application to reflect the actual space available prior to submitting a BFFO and an application fee will be billed.

- 6.6 Denial of Application. If BellSouth notifies IRIS NETWORKS that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying IRIS NETWORKS that BellSouth has no available space in the requested Premises, BellSouth will allow IRIS NETWORKS, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.

- 6.7 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit IRIS NETWORKS to inspect any floor plans or diagrams that BellSouth provides to the Commission.

- 6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.

- 6.8.1 When space becomes available, IRIS NETWORKS must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such

notification. If IRIS NETWORKS has originally requested caged Collocation Space and cageless Collocation Space becomes available, IRIS NETWORKS may refuse such space and notify BellSouth in writing within that time that IRIS NETWORKS wants to maintain its place on the waiting list without accepting such space. IRIS NETWORKS may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If IRIS NETWORKS does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next telecommunications carrier on the waiting list and remove IRIS NETWORKS from the waiting list. Upon request, BellSouth will advise IRIS NETWORKS as to its position on the list.

- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Premises that are without available space. BellSouth shall update such document within ten (10) calendar days of the date BellSouth becomes aware that there is insufficient space to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Premises previously on the space exhaust list.

6.10 Application Response.

- 6.10.1 In Tennessee, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.

6.11 Application Modifications.

- 6.11.1 If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of IRIS NETWORKS or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth may charge IRIS NETWORKS an additional application fee. The fee for an application modification where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set

forth in Exhibit B. A modification involving a capital expenditure by BellSouth shall require IRIS NETWORKS to submit the application with an Initial Application Fee. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

6.12 Bona Fide Firm Order.

6.12.1 IRIS NETWORKS shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to IRIS NETWORKS' Bona Fide application or the application will expire.

6.12.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a BFFO. BellSouth will acknowledge the receipt of IRIS NETWORKS' BFFO within seven (7) calendar days of receipt indicating that the BFFO has been received. A BellSouth response to a BFFO will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

7.1.1 In Tennessee, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions shall include, but not limited to, major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

7.2 Joint Planning. Joint planning between BellSouth and IRIS NETWORKS will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Collocation Space completion time period will be provided to IRIS NETWORKS during joint planning.

- 7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.4 Acceptance Walkthrough. IRIS NETWORKS will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying IRIS NETWORKS that the Collocation Space is ready for occupancy. In the event that IRIS NETWORKS fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by IRIS NETWORKS on the Space Ready Date. BellSouth will correct any deviations to IRIS NETWORKS' original or jointly amended requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame. The correction of these deviations shall be solely at BellSouth's expense. Any other additions or changes to the original or jointly amended request will be at IRIS NETWORKS' expense.
- 7.5 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will provide CFAs to IRIS NETWORKS prior to the applicable provisioning interval set forth herein ("Provisioning Interval") for those Premises in which IRIS NETWORKS has a physical collocation arrangement with no POT bay or with a POT bay provided by BellSouth. BellSouth cannot provide CFAs to IRIS NETWORKS prior to the Provisioning Interval for those Premises in which IRIS NETWORKS has a physical collocation arrangement with a POT bay provided by IRIS NETWORKS or a virtual collocation arrangement until IRIS NETWORKS provides BellSouth with the following information:
- 7.5.1 For IRIS NETWORKS-provided POT bay - a complete layout of the POT panels (equipment inventory update (EIU) form) showing locations, speeds, etc.
- 7.5.2 For virtual - a complete layout of IRIS NETWORKS' equipment (equipment inventory update (EIU) form), including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by IRIS NETWORKS' BellSouth Certified Supplier
- 7.5.3 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form is received from IRIS NETWORKS. If the EIU form is provided ten (10) calendar days prior to the Provisioning Interval, then CFAs will be made available by the Provisioning Interval. If this EIU is not received ten (10) calendar days prior to the Provisioning Interval, then the CFAs will be provided within ten (10) calendar days of receipt of the EIU form.
- 7.5.4 BellSouth will bill IRIS NETWORKS a nonrecurring charge, as set forth in Exhibit B, each time IRIS NETWORKS requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs.

- 7.6 Use of BellSouth Certified Supplier. IRIS NETWORKS shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work or one that is willing to undergo BellSouth's certification program and be certified prior to performing all engineering and installation work. IRIS NETWORKS and IRIS NETWORKS' BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, IRIS NETWORKS must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide IRIS NETWORKS with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing IRIS NETWORKS' equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and IRIS NETWORKS upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill IRIS NETWORKS directly for all work performed for IRIS NETWORKS pursuant to this Attachment, and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to IRIS NETWORKS or any supplier proposed by IRIS NETWORKS and will not unreasonably withhold certification. All work performed by or for IRIS NETWORKS shall conform to generally accepted industry standards.
- 7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. IRIS NETWORKS shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service IRIS NETWORKS' Collocation Space. Upon request, BellSouth will provide IRIS NETWORKS with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by IRIS NETWORKS. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.8 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations, and physical Collocation Space has subsequently become available, IRIS NETWORKS may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by IRIS NETWORKS, such information will be provided to IRIS NETWORKS in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to IRIS NETWORKS within one hundred eighty (180) calendar days of BellSouth's written denial of IRIS NETWORKS' request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) IRIS NETWORKS was not informed in the written denial that physical Collocation Space would become available within such

one hundred eighty (180) calendar days, then IRIS NETWORKS may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. IRIS NETWORKS must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

- 7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill IRIS NETWORKS an Administrative Only Application Fee as set forth in Exhibit B for these charges on the date that BellSouth provides an Application Response.
- 7.9.1 In Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO.
- 7.10 Cancellation. If, at any time prior to space acceptance, IRIS NETWORKS cancels its order for the Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable nonrecurring rate for any and all work processes for which work has begun. In Georgia, if IRIS NETWORKS cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill IRIS NETWORKS for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.
- 7.11 Licenses. IRIS NETWORKS, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and occupy the Collocation Space.
- 7.12 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.

8. Rates and Charges

- 8.1 Application Fee. BellSouth shall assess an application fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6.10 (Application Response). This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.
- 8.1.1 In Tennessee the applicable application fee is the planning fee for both Initial Applications and Subsequent Applications placed by IRIS NETWORKS. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.
- 8.2 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This nonrecurring fee will be billed by BellSouth upon receipt of IRIS NETWORKS' BFFO.
- 8.3 Recurring Charges. If IRIS NETWORKS has met the applicable fifteen (15) calendar day walkthrough interval(s) specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that IRIS NETWORKS fails to complete an acceptance walkthrough within the applicable fifteen (15) calendar day interval(s), billing for recurring charges will commence on the Space Ready Date. If IRIS NETWORKS occupies the space prior to the Space Ready Date, the date IRIS NETWORKS occupies the space becomes the new Space Acceptance Date and billing for recurring charges begin on that date.
- 8.4 Space Preparation. Space preparation fees consist of a nonrecurring charge for firm order processing and monthly recurring charges for central office modifications assessed per arrangement, per square foot and common systems modifications assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. IRIS NETWORKS shall remit payment of the nonrecurring firm order processing fee coincident with submission of a BFFO. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event IRIS NETWORKS opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to IRIS NETWORKS as prescribed in this Section.
- 8.5 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, IRIS NETWORKS shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, IRIS NETWORKS shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall

consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event IRIS NETWORKS' collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, IRIS NETWORKS shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.

- 8.6 Power. BellSouth shall make available -48 Volt (-48V) Direct Current ("DC") power for IRIS NETWORKS' Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at IRIS NETWORKS' option within the Premises. BellSouth will revise recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by IRIS NETWORKS' BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from IRIS NETWORKS certifying the completion of the power reduction, including the removal of the power cabling by IRIS NETWORKS' BellSouth Certified Supplier.

- 8.6.1 When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by IRIS NETWORKS' BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by IRIS NETWORKS' BellSouth Certified Supplier. IRIS NETWORKS is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or BellSouth power board to IRIS NETWORKS' equipment. The determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by IRIS NETWORKS must provide BellSouth with a copy of the engineering power specifications prior to the day on which IRIS NETWORKS' equipment becomes operational ("Commencement Date"). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or BellSouth power board and IRIS NETWORKS' arrangement area. IRIS NETWORKS shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within IRIS NETWORKS' arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified Supplier. IRIS NETWORKS shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia and ANSI Standards regarding power cabling, installation, and maintenance.

- 8.6.2 If IRIS NETWORKS elects to install its own DC Power Plant, BellSouth shall provide Alternating Current ("AC") power to feed IRIS NETWORKS' DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by IRIS NETWORKS' BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. IRIS NETWORKS' BellSouth Certified Supplier must also provide a

copy of the engineering power specifications prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At IRIS NETWORKS' option, IRIS NETWORKS may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

- 8.6.3 In Tennessee, recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable racks to IRIS NETWORKS' equipment or space enclosure. IRIS NETWORKS shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within IRIS NETWORKS' arrangement and terminations of cable within the Collocation Space.
- 8.6.3.1 In Tennessee, nonrecurring charges for -48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and IRIS NETWORKS' arrangement area.
- 8.6.4 If IRIS NETWORKS requests a reduction in the amount of power that BellSouth is currently providing, IRIS NETWORKS must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Subsequent Application Fee for Power Reduction as set forth in Exhibit B will apply. If modifications are requested in addition to the reduction of power, the Subsequent Application Fee will apply. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.
- 8.7 Security Escort. A security escort will be required whenever IRIS NETWORKS or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and IRIS NETWORKS shall pay for such half-hour charges in the event IRIS NETWORKS fails to show up.
- 8.8 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records. These nonrecurring fees will be billed upon receipt of IRIS NETWORKS' BFFO.
- 8.9 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

9. Insurance

- 9.1 IRIS NETWORKS shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.
- 9.2 IRIS NETWORKS shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of IRIS NETWORKS' real and personal property situated on or within BellSouth's Central Office location(s).
- 9.2.4 IRIS NETWORKS may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) calendar days notice to IRIS NETWORKS to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by IRIS NETWORKS shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all IRIS NETWORKS' property has been removed from BellSouth's Premises, whichever period is longer. If IRIS NETWORKS fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from IRIS NETWORKS.
- 9.5 IRIS NETWORKS shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. IRIS NETWORKS shall arrange for BellSouth to receive thirty (30) business days' advance notice of

cancellation from IRIS NETWORKS' insurance company. IRIS NETWORKS shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

- 9.6 IRIS NETWORKS must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If IRIS NETWORKS' net worth exceeds five hundred million dollars (\$500,000,000), IRIS NETWORKS may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. IRIS NETWORKS shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to IRIS NETWORKS in the event that self-insurance status is not granted to IRIS NETWORKS. If BellSouth approves IRIS NETWORKS for self-insurance, IRIS NETWORKS shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of IRIS NETWORKS' corporate officers. The ability to self-insure shall continue so long as the IRIS NETWORKS meets all of the requirements of this Section. If IRIS NETWORKS subsequently no longer satisfies this Section, IRIS NETWORKS is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to IRIS NETWORKS to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.
10. **Mechanics Liens**
- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or IRIS NETWORKS), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed,

either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

- 11.1 BellSouth may conduct an inspection of IRIS NETWORKS' equipment and facilities in the Collocation Space(s) prior to the activation of facilities between IRIS NETWORKS' equipment and equipment of BellSouth. BellSouth may conduct an inspection if IRIS NETWORKS adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide IRIS NETWORKS with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, IRIS NETWORKS will be required, at its own expense, to conduct a statewide investigation of criminal history records for each IRIS NETWORKS employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the IRIS NETWORKS employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. IRIS NETWORKS shall not be required to perform this investigation if an affiliated company of IRIS NETWORKS has performed an investigation of the IRIS NETWORKS employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if IRIS NETWORKS has performed a pre-employment statewide investigation of criminal history records of the IRIS NETWORKS employee for the states/counties where the IRIS NETWORKS employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 IRIS NETWORKS will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 IRIS NETWORKS shall provide its employees and agents with picture identification, which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and IRIS NETWORKS' name. BellSouth reserves the right to remove from its Premises any employee of IRIS NETWORKS not possessing identification issued by IRIS NETWORKS or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. IRIS

NETWORKS shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises. IRIS NETWORKS shall be solely responsible for ensuring that any Guest(s) of IRIS NETWORKS is in compliance with all subsections of this Section.

- 12.4 IRIS NETWORKS shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. IRIS NETWORKS shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any IRIS NETWORKS personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that IRIS NETWORKS chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, IRIS NETWORKS may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 IRIS NETWORKS shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 IRIS NETWORKS shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each IRIS NETWORKS employee or agent hired by IRIS NETWORKS within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this Attachment, IRIS NETWORKS shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, IRIS NETWORKS will disclose the nature of the convictions to BellSouth at that time. In the alternative, IRIS NETWORKS may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other IRIS NETWORKS employees requiring access to a BellSouth Premises pursuant to this Attachment, IRIS NETWORKS shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.

- 12.6 At BellSouth's request, IRIS NETWORKS shall promptly remove from BellSouth's Premises any employee of IRIS NETWORKS BellSouth does not wish to grant access to its Premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of IRIS NETWORKS is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview IRIS NETWORKS' employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to IRIS NETWORKS' Security representative of such interview. IRIS NETWORKS and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving IRIS NETWORKS' employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill IRIS NETWORKS for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that IRIS NETWORKS' employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill IRIS NETWORKS for BellSouth property, which is stolen or damaged where an investigation determines the culpability of IRIS NETWORKS' employees, agents, or suppliers and where IRIS NETWORKS agrees, in good faith, with the results of such investigation. IRIS NETWORKS shall notify BellSouth in writing immediately in the event that IRIS NETWORKS discovers one of its employees already working on the BellSouth Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Premises, any employee found to have violated the security and safety requirements of this Section. IRIS NETWORKS shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises.
- 12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Collocation Space

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for IRIS NETWORKS' permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for IRIS NETWORKS' permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to IRIS NETWORKS, except for improvements not to the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. IRIS NETWORKS may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If IRIS NETWORKS' acceleration of the project increases the cost of the project, then those additional charges will be incurred by IRIS NETWORKS. Where allowed and where practical, IRIS NETWORKS may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, IRIS NETWORKS shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for IRIS NETWORKS' permitted use, until such Collocation Space is fully repaired and restored and IRIS NETWORKS' equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where IRIS NETWORKS has placed an Adjacent Arrangement pursuant to Section 3.4, IRIS NETWORKS shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

14. Eminent Domain

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and IRIS NETWORKS shall each have the right to terminate this

Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

15. Nonexclusivity

- 15.1 IRIS NETWORKS understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and IRIS NETWORKS agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and IRIS NETWORKS shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. IRIS NETWORKS should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for IRIS NETWORKS to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. IRIS NETWORKS will require its suppliers, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by IRIS NETWORKS when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the IRIS NETWORKS space with proper notification. BellSouth reserves the right to stop any IRIS NETWORKS work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by IRIS NETWORKS are owned by IRIS NETWORKS. IRIS NETWORKS will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by IRIS NETWORKS or different hazardous materials used by IRIS NETWORKS at BellSouth Premises. IRIS NETWORKS must demonstrate adequate

emergency response capabilities for its materials used or remaining at the BellSouth Premises.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by IRIS NETWORKS to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and IRIS NETWORKS will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and IRIS NETWORKS will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, IRIS NETWORKS must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and IRIS NETWORKS shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the Premises.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, IRIS NETWORKS agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. IRIS NETWORKS further agrees to cooperate with BellSouth to ensure that IRIS NETWORKS' employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by IRIS NETWORKS, its employees, agents and/or suppliers.
- 2.2 The most current version of the reference documentation must be requested from IRIS NETWORKS' BellSouth Regional Collocation Manager (RCM) Representative.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning	Compliance with all applicable local, state, & federal laws and regulations	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3

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materials)	Pollution liability insurance EVET approval of supplier	Approved Environmental Vendor List (Contact RCM Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact RCM Representative for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state, & federal laws and regulations Protection of BST employees and equipment	Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and	Procurement Manager (CRES Related Matters)-BST Supply Chain Services Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3

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	protection of employees and equipment	BSP 010-170-001BS (Hazcom)
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<p>Std T&C 450</p> <p>Fact Sheet 14050</p> <p>BSP 620-145-011PR</p> <p>Issue A, August 1996</p> <p>Std T&C 660-3</p> <p>Approved Environmental Vendor List (Contact RCM Representative)</p>
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<p>GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center:</p> <p>AL, MS, TN, KY & LA (local area code) 557-6194</p> <p>FL, GA, NC & SC (local area code) 780-2740</p>

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a Premises which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

BST – BellSouth Telecommunications

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CRES – Corporate Real Estate and Services (formerly PS&M)

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

RCM – Regional Collocation Manager

Std T&C - Standard Terms & Conditions

Attachment 4

Remote Site Physical Collocation

BELLSOUTH
REMOTE SITE PHYSICAL COLLOCATION

1. **Scope of Attachment**
 - 1.1 **Scope of Attachment.** The rates, terms, and conditions contained within this Attachment shall only apply when IRIS NETWORKS is occupying the collocation space as a sole occupant or as a Host within a Remote Site Location ("Remote Collocation Space") pursuant to this Attachment.
 - 1.2 **Right to occupy.** BellSouth shall offer to IRIS NETWORKS Remote Collocation Space on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms, and conditions of this Attachment, where space is available and collocation is technically feasible, BellSouth will allow IRIS NETWORKS to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, or on BellSouth property upon which the BellSouth Remote Site Location is located, of a size, which is specified by IRIS NETWORKS and agreed to by BellSouth. BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth Remote Site Locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions upon request for collocation at BellSouth Remote Site Locations other than those specified above.
 - 1.3 **Space Reservation.**
 - 1.3.1 The number of racks/bays specified by IRIS NETWORKS may contemplate a request for space sufficient to accommodate IRIS NETWORKS' growth within a two-year period.
 - 1.3.2 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.
 - 1.4 **Third Party Property.** If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment. Additionally, where BellSouth notifies IRIS NETWORKS that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon IRIS NETWORKS' request, BellSouth

will use its best efforts to obtain the owner's consent and to otherwise secure such rights for IRIS NETWORKS. IRIS NETWORKS agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for IRIS NETWORKS. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, despite its best efforts, is unable to secure such access and use rights for IRIS NETWORKS as above, IRIS NETWORKS shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with IRIS NETWORKS in obtaining such permission.

- 1.5 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Remote Site Location. IRIS NETWORKS will be responsible for any justification of unutilized space within its Remote Collocation Space, if the Commission requires such justification.
- 1.6 Use of Space. IRIS NETWORKS shall use the Remote Collocation Space for the purposes of installing, maintaining and operating IRIS NETWORKS' equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities for the provision of telecommunications services, as specifically set forth in this Attachment. The Remote Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.7 Rates and charges. IRIS NETWORKS agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 1.8 If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less National holidays will be excluded.
- 1.9 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Report

- 2.1 Space Availability Report. Upon request from IRIS NETWORKS, BellSouth will provide a written report ("Space Availability Report"), describing in detail the space that is available for collocation and specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is

taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Remote Site Location.

- 2.1.1 The request from IRIS NETWORKS for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI") code for both the Remote Site Location and the serving wire center. The CLLI code information for the serving wire center is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4. If IRIS NETWORKS is unable to obtain the CLLI code for the Remote Site Location from, for example, a site visit to the remote site, IRIS NETWORKS may request the CLLI code from BellSouth. To obtain a CLLI code for a Remote Site Location directly from BellSouth, IRIS NETWORKS should submit to BellSouth a Remote Site Interconnection Request for the serving wire center CLLI code prior to submitting its request for a Space Availability Report. IRIS NETWORKS should complete all the requested information and submit the Request to BellSouth. BellSouth will bill the applicable fee upon receipt of the request.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall timely notify IRIS NETWORKS and inform IRIS NETWORKS of the time frame under which it can respond.
- 2.2 Remote Terminal information. Upon request, BellSouth will provide IRIS NETWORKS with the following information concerning BellSouth's remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.
- 2.2.1 BellSouth will provide this information on a first come, first served basis within thirty (30) calendar days of a IRIS NETWORKS request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems; (ii) the information will only be provided for each serving wire center designated by IRIS NETWORKS, up to a maximum of thirty (30) wire centers per IRIS NETWORKS request per month per state, and up to for a maximum of one hundred twenty (120) wire centers total per month per state for all CLECs; and (iii) IRIS NETWORKS agrees to pay the costs incurred by BellSouth in providing the information.

3. **Collocation Options**

3.1 **Cageless.** BellSouth shall allow IRIS NETWORKS to collocate IRIS NETWORKS' equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow IRIS NETWORKS to have direct access to IRIS NETWORKS' equipment and facilities in accordance with Section 5.8. BellSouth shall make cageless collocation available in single rack/bay increments. Except where IRIS NETWORKS' equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Remote Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, IRIS NETWORKS must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment pursuant to Section 7.6 following.

3.2 **Caged.** At IRIS NETWORKS' expense, IRIS NETWORKS may arrange with a Supplier certified by BellSouth ("BellSouth Certified Supplier") to construct a collocation arrangement enclosure, where technically feasible as that term has been defined by the FCC, in accordance with BellSouth's Technical References (TR) ("Specifications") prior to starting equipment installation. BellSouth will provide Specifications upon request. IRIS NETWORKS' BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with IRIS NETWORKS and provide, at IRIS NETWORKS' expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for IRIS NETWORKS' BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. IRIS NETWORKS' BellSouth Certified Supplier shall bill IRIS NETWORKS directly for all work performed for IRIS NETWORKS pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by IRIS NETWORKS' BellSouth Certified Supplier. IRIS NETWORKS must provide the local BellSouth Remote Site Location contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access IRIS NETWORKS' locked enclosure prior to notifying IRIS NETWORKS at least forty-eight (48) hours before access to the Remote Site Location is required. Upon request, BellSouth shall construct the enclosure for IRIS NETWORKS.

3.2.1 BellSouth may elect to review IRIS NETWORKS' plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's Specifications. Notification to IRIS NETWORKS indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Application, if IRIS NETWORKS has indicated their desire to construct their own enclosure. If IRIS NETWORKS' Application does not indicate their desire to construct their own enclosure, but their firm order does indicate their desire to construct their own enclosure, then notification

to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review IRIS NETWORKS' plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's Specifications, as applicable. BellSouth shall require IRIS NETWORKS to remove or correct within seven (7) calendar days at IRIS NETWORKS' expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's Specifications.

3.3 Shared Collocation. IRIS NETWORKS may allow other telecommunications carriers to share IRIS NETWORKS' Remote Collocation Space pursuant to terms and conditions agreed to by IRIS NETWORKS ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. IRIS NETWORKS shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by IRIS NETWORKS that said agreement imposes upon the Guest(s) the same terms and conditions (excluding rates) for Remote Collocation Space as set forth in this Attachment between BellSouth and IRIS NETWORKS.

3.3.1 IRIS NETWORKS, as the Host, shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide IRIS NETWORKS with a proration of the costs of the Remote Collocation Space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay, BellSouth will not prorate the cost of the bay. In all states other than Florida, and in addition to the foregoing, IRIS NETWORKS shall be the responsible party to BellSouth for the purpose of submitting applications for bay/rack placement for the Guest.

3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services. The bill for these interconnecting facilities will be charged to the Guest pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.

3.3.3 IRIS NETWORKS shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence

of IRIS NETWORKS' Guest(s) in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") on the property on which the Remote Site is located when space within the Remote Site Location is legitimately exhausted, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by IRIS NETWORKS and in conformance with BellSouth's design and construction Specifications. Further, IRIS NETWORKS shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the application for the Remote Site Adjacent Arrangement.
- 3.4.1 Should IRIS NETWORKS elect Adjacent Collocation, IRIS NETWORKS must arrange with a BellSouth Certified Supplier to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's Specifications. Where local building codes require enclosure specifications more stringent than BellSouth's Specifications, IRIS NETWORKS and IRIS NETWORKS' BellSouth Certified Supplier must comply with local building code requirements. IRIS NETWORKS' BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. IRIS NETWORKS' BellSouth Certified Supplier shall bill IRIS NETWORKS directly for all work performed for IRIS NETWORKS pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by IRIS NETWORKS' BellSouth Certified Supplier. IRIS NETWORKS must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access IRIS NETWORKS' locked enclosure prior to notifying IRIS NETWORKS at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the locked enclosure is required.
- 3.4.2 IRIS NETWORKS must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review IRIS NETWORKS' plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s) to ensure compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth may inspect the Remote Site Adjacent Arrangement(s) during and after construction to confirm it is constructed according to the submitted plans and specifications. BellSouth shall require IRIS NETWORKS to remove or correct within seven (7) calendar days at IRIS NETWORKS' expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's Specifications.

- 3.4.3 IRIS NETWORKS shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At IRIS NETWORKS' option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. BellSouth shall allow Shared Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.
- 3.5 Co-carrier cross-connect (CCXC). The primary purpose of collocation is for a collocated telecommunications carrier to interconnect with BellSouth's network for the provision of telecommunications services within a BellSouth Premises. BellSouth will permit IRIS NETWORKS to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Remote Site Location. Both IRIS NETWORKS' agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. At no point in time shall IRIS NETWORKS use the Remote Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.
- 3.5.1 IRIS NETWORKS must use a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by IRIS NETWORKS. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities. In cases where IRIS NETWORKS' equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, IRIS NETWORKS will have the option of using IRIS NETWORKS' own technicians to deploy co-carrier cross connects using either electrical or optical facilities between the sets of equipment and construct its own dedicated cable support structure. IRIS NETWORKS shall deploy such optical or electrical connections directly between its own facilities and the facilities of other collocated telecommunications carriers without being routed through BellSouth equipment. IRIS NETWORKS shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). IRIS NETWORKS is responsible for ensuring the integrity of the signal.
- 3.5.2 IRIS NETWORKS shall be responsible for providing a letter of authorization ("LOA") to BellSouth from the other collocated telecommunications carrier prior to installing the CCXC. IRIS NETWORKS-provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two contiguous caged collocation arrangements, IRIS NETWORKS will have the option of using IRIS NETWORKS' own technicians to construct its own dedicated support structure.

- 3.5.3 To order CCXCs, IRIS NETWORKS must submit an Application. If no modification to the Remote Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If modifications in addition to the placement of CCXCs are requested, the Application Fee will apply. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

4. **Occupancy**

- 4.1 **Occupancy.** BellSouth will notify IRIS NETWORKS in writing that the Remote Collocation Space is ready for occupancy ("Space Ready Date"). IRIS NETWORKS will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying IRIS NETWORKS that Remote Collocation Space is ready for occupancy ("Space Ready Date"). BellSouth will correct any deviations to IRIS NETWORKS' original or jointly amended requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame, and BellSouth shall establish a new Space Ready Date. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to those items identified in the initial walkthrough. If IRIS NETWORKS has met the fifteen (15) calendar day interval(s), billing will begin upon the date of IRIS NETWORKS' acceptance of the Collocation Space ("Space Acceptance Date"). In the event that IRIS NETWORKS fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by IRIS NETWORKS on the Space Ready Date and billing will commence from that date. If IRIS NETWORKS decides to occupy the space prior to the Space Ready Date, the date IRIS NETWORKS occupies the space becomes the new Space Acceptance Date and billing begins from that date. IRIS NETWORKS must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, IRIS NETWORKS' telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

- 4.2 **Termination of Occupancy.** In addition to any other provisions addressing termination of occupancy in this Attachment, IRIS NETWORKS may terminate occupancy in a particular Remote Collocation Space by submitting an Application requesting termination of occupancy; such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date <customer short name> and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that <customer short name> signs off on the Space Relinquishment Form and sends the form to BellSouth if a subsequent inspection of the terminated space by BellSouth reveals no discrepancies. If the subsequent inspection by BellSouth reveals

discrepancies, billing will cease on the date that BellSouth and <customer short name> jointly conduct an inspection which confirms that <customer short name> has corrected the discrepancies. An Application Fee will not apply for termination of occupancy. BellSouth may terminate IRIS NETWORKS' right to occupy the Remote Collocation Space in the event IRIS NETWORKS fails to comply with any provision of this Agreement.

- 4.2.1 Upon termination of occupancy, IRIS NETWORKS at its expense shall remove its equipment and other property from the Remote Collocation Space. IRIS NETWORKS shall have thirty (30) calendar days from the Bona Fide Firm Order ("BFFO") Application Date ("Termination Date") to complete such removal, including the removal of all equipment and facilities of IRIS NETWORKS' Guest(s), unless IRIS NETWORKS' Guest(s) has assumed responsibility for the Remote Collocation Space housing the Guest(s)'s equipment and executed the documentation required by BellSouth prior to such removal date. IRIS NETWORKS shall continue payment of monthly fees to BellSouth until such date as IRIS NETWORKS, and if applicable IRIS NETWORKS' Guest(s), has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should IRIS NETWORKS or IRIS NETWORKS' Guest(s) fail to vacate the Remote Collocation Space within thirty (30) calendar days from the Termination Date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of IRIS NETWORKS or IRIS NETWORKS' Guest(s), in any manner that BellSouth deems fit, at IRIS NETWORKS' expense and with no liability whatsoever for IRIS NETWORKS' or IRIS NETWORKS' Guest(s)'s property. Upon termination of IRIS NETWORKS' right to occupy Remote Collocation Space, the Remote Collocation Space will revert back to BellSouth, and IRIS NETWORKS shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the IRIS NETWORKS except for ordinary wear and tear unless otherwise agreed to by the Parties. For CEVs and huts IRIS NETWORKS' BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's Specifications including but not limited to Record Drawings and ERMA Records. IRIS NETWORKS shall be responsible for the cost of removing any IRIS NETWORKS constructed enclosure, together with all support structures (e.g., racking, conduits, or power cables), at the termination of occupancy and restoring the grounds to their original condition.

5. **Use of Remote Collocation Space**

- 5.1 **Equipment Type.** BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Remote Collocation Space must be for interconnection to BellSouth's network in the provision of telecommunications services.

- 5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on IRIS NETWORKS' failure to comply with this Section.
- 5.1.2.1 All IRIS NETWORKS equipment installation shall comply with BellSouth TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory.
- 5.1.3 IRIS NETWORKS shall identify to BellSouth whenever IRIS NETWORKS submits a Method of Procedure ("MOP") adding equipment to IRIS NETWORKS' Remote Collocation Space all UCC-1 lien holders or other entities that have a financial interest, secured or otherwise, in the equipment in IRIS NETWORKS' Remote Collocation Space. IRIS NETWORKS shall submit a copy of the list of any lien holders or other entities that have a financial interest to IRIS NETWORKS' RCM Representative.
- 5.2 IRIS NETWORKS shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.3 IRIS NETWORKS shall place a plaque or other identification affixed to IRIS NETWORKS' equipment to identify IRIS NETWORKS' equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. IRIS NETWORKS may elect to place IRIS NETWORKS-owned or IRIS NETWORKS-leased fiber entrance facilities into the Remote Collocation

Space. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. IRIS NETWORKS will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. IRIS NETWORKS must contact BellSouth for instructions prior to placing the entrance facility cable. IRIS NETWORKS is responsible for maintenance of the entrance facilities.

- 5.4.1 Shared Use. IRIS NETWORKS may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to IRIS NETWORKS' collocation arrangement within the same BellSouth Remote Site Location. BellSouth shall allow splicing to the entrance facility, provided that the fiber is non-working fiber. IRIS NETWORKS must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier for BellSouth to splice the IRIS NETWORKS provided riser cable to the spare capacity on the entrance facility. If IRIS NETWORKS desires to allow another telecommunications carrier to use its entrance facilities, then that telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from IRIS NETWORKS for BellSouth to splice that telecommunications carrier's provided riser cable to the spare capacity on IRIS NETWORKS' entrance facility.

- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between IRIS NETWORKS' equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. IRIS NETWORKS or its agent must perform all required maintenance to IRIS NETWORKS equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following.

- 5.6 IRIS NETWORKS' Equipment and Facilities. IRIS NETWORKS, or if required by this Attachment, IRIS NETWORKS' BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by IRIS NETWORKS which must be performed in compliance with all applicable BellSouth Specifications. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. IRIS NETWORKS and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

- 5.7 BellSouth's Access to Remote Collocation Space. From time to time BellSouth may require access to the Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications. Except in case of emergency, BellSouth will give notice to IRIS NETWORKS at least forty-eight (48) hours before access to the

Remote Collocation Space is required. IRIS NETWORKS may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that IRIS NETWORKS will not bear any of the expense associated with this work.

5.8 Access. Pursuant to Section 12, IRIS NETWORKS shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. IRIS NETWORKS agrees to provide the name and social security number or date of birth or driver's license number of each employee, supplier, or agents of IRIS NETWORKS or IRIS NETWORKS' Guests to be provided with access keys or cards ("Access Keys") prior to the issuance of said Access Keys using form RF-2906-C "CLEC and CLEC Certified Supplier Access Request and Acknowledgement". Key acknowledgement forms, "Collocation Acknowledgement Sheet" for access cards and "Key Acknowledgement Form" for keys, must be signed by IRIS NETWORKS and returned to BellSouth Access Management within fifteen (15) calendar days of IRIS NETWORKS' receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. IRIS NETWORKS agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of IRIS NETWORKS' employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with IRIS NETWORKS or upon the termination of this Attachment or the termination of occupancy of an individual Remote Collocation Space arrangement.

5.8.1 BellSouth will permit one accompanied site visit to IRIS NETWORKS' designated collocation arrangement location after receipt of the BFFO without charge to IRIS NETWORKS. IRIS NETWORKS must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Remote Site Location a minimum of thirty (30) calendar days prior to the date IRIS NETWORKS desires access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, IRIS NETWORKS may submit such a request at any time subsequent to BellSouth's receipt of the BFFO. In the event IRIS NETWORKS desires access to the Remote Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit IRIS NETWORKS to access the Remote Collocation Space accompanied by a security escort (as set forth in Section 8.5 herein) at IRIS NETWORKS' expense. IRIS NETWORKS must request escorted access at least three (3) business days prior to the date such access is desired.

5.9 Lost or Stolen Access Keys. IRIS NETWORKS shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), IRIS NETWORKS shall pay for all reasonable costs associated with the re-keying or deactivating the card.

- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, IRIS NETWORKS shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment and facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of IRIS NETWORKS violates the provisions of this paragraph, BellSouth shall give written notice to IRIS NETWORKS, which notice shall direct IRIS NETWORKS to cure the violation within forty-eight (48) hours of IRIS NETWORKS' actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if IRIS NETWORKS fails to take curative action within forty-eight (48) hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or any other entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to IRIS NETWORKS' equipment. BellSouth will endeavor, but is not required, to provide notice to IRIS NETWORKS prior to taking such action and shall have no liability to IRIS NETWORKS for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.10.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and IRIS NETWORKS fails to take curative action within forty-eight (48) hours then BellSouth will establish before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to IRIS NETWORKS or, if subsequently necessary, the Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, IRIS NETWORKS shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that

is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

- 5.11 Personalty and its Removal. Facilities and equipment placed by IRIS NETWORKS in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain their status as personalty and may be removed by IRIS NETWORKS at any time. Any damage caused to the Remote Collocation Space by IRIS NETWORKS' employees, agents or representatives shall be promptly repaired by IRIS NETWORKS at its expense.
- 5.11.1 If IRIS NETWORKS decides to remove equipment from its Remote Collocation Space and the removal requires no physical changes, BellSouth will bill IRIS NETWORKS an Application Fee as set forth in Exhibit B for these changes. This nonrecurring fee will be billed on the date that BellSouth provides an Application Response.
- 5.12 Alterations. In no case shall IRIS NETWORKS or any person acting on behalf of IRIS NETWORKS make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by IRIS NETWORKS. Any such material rearrangement, modification, improvement, addition, or other alteration shall require an application and Application Fee. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.
- 5.13 Upkeep of Remote Collocation Space. IRIS NETWORKS shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. IRIS NETWORKS shall be responsible for removing any IRIS NETWORKS debris from the Remote Collocation Space and from in and around the Remote Site Location on each visit.
6. Ordering and Preparation of Remote Collocation Space
- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to IRIS NETWORKS and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof
- 6.2 Remote Site Application. When IRIS NETWORKS or IRIS NETWORKS' Guest(s) desires to install a bay/rack in a Remote Site Location, IRIS NETWORKS shall submit to BellSouth a Physical Expanded Interconnection Application Document

("Application"). The application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply which will be billed on the date that BellSouth provides an Application Response. The placement of an additional bay/rack at a later date will be treated in the same fashion and an application will be required. The installation of additional shelves/equipment, subject to the restrictions contained in Section 5.10, within an existing bay/rack does not require an application.

6.3 Availability of Space. Upon submission of an application, BellSouth will permit IRIS NETWORKS to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that collocation at the Remote Site Location is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 shall apply, or BellSouth may elect to deny space in accordance with this Section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify IRIS NETWORKS of the amount that is available.

6.4 Space Availability Notification.

6.4.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify IRIS NETWORKS of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by IRIS NETWORKS or differently configured no application fee shall apply. If IRIS NETWORKS decides to accept the available space, IRIS NETWORKS must resubmit its application to reflect the actual space available prior to submitting a BFFO and an application fee will be billed.

6.5 Denial of Application. If BellSouth notifies IRIS NETWORKS that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying IRIS NETWORKS that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow IRIS NETWORKS, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.

6.6 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such

information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit IRIS NETWORKS to inspect any plans or diagrams that BellSouth provides to the Commission.

- 6.7 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.7.1 When space becomes available, IRIS NETWORKS must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If IRIS NETWORKS has originally requested caged Remote Collocation Space and cageless Remote Collocation Space becomes available, IRIS NETWORKS may refuse such space and notify BellSouth in writing within that time that IRIS NETWORKS wants to maintain its place on the waiting list without accepting such space. IRIS NETWORKS may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If IRIS NETWORKS does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next telecommunications carrier on the waiting list and remove IRIS NETWORKS from the waiting list. Upon request, BellSouth will advise IRIS NETWORKS as to its position on the list.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that there is insufficient space to accommodate collocation at the Remote Site Location. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.
- 6.9 Application Response.
- 6.9.1 When space has been determined to be available, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.10 Application Modifications.

6.10.1 If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of IRIS NETWORKS or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth will charge IRIS NETWORKS a full application fee as set forth in Exhibit B. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.

6.10.2 Bona Fide Firm Order.

6.10.3 IRIS NETWORKS shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to IRIS NETWORKS' Bona Fide application or the application will expire.

6.10.4 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a BFFO. BellSouth will acknowledge the receipt of IRIS NETWORKS' BFFO within seven (7) calendar days of receipt indicating that the BFFO has been received. A BellSouth response to a BFFO will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

7.1.1 BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions shall include, but not limited to, major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide IRIS NETWORKS with the estimated completion date in its Response.
- 7.3 Joint Planning. Joint planning between BellSouth and IRIS NETWORKS will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Remote Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Remote Collocation Space completion time period will be provided to IRIS NETWORKS during joint planning.
- 7.4 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.5 Acceptance Walkthrough. IRIS NETWORKS will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying IRIS NETWORKS that the Remote Collocation Space is ready for occupancy. In the event that IRIS NETWORKS fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by IRIS NETWORKS on the Space Ready Date. BellSouth will correct any deviations to IRIS NETWORKS' original or jointly amended requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame. The correction of these deviations shall be solely at BellSouth's expense. Any other additions or changes to the original or jointly amended request will be at IRIS NETWORKS' expense.
- 7.6 Use of BellSouth Certified Supplier. IRIS NETWORKS shall select a supplier which has been approved by BellSouth to perform all engineering and installation work or one that is willing to undergo BellSouth's certification program and be certified prior to performing all engineering and installation work. IRIS NETWORKS and IRIS NETWORKS' BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, IRIS NETWORKS must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide IRIS NETWORKS with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing IRIS NETWORKS' equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and IRIS NETWORKS upon successful completion of installation. The BellSouth

Certified Supplier shall bill IRIS NETWORKS directly for all work performed for IRIS NETWORKS pursuant to this Attachment, and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to IRIS NETWORKS or any supplier proposed by IRIS NETWORKS and will not unreasonably withhold certification. All work performed by or for IRIS NETWORKS shall conform to generally accepted industry standards.

7.7 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. IRIS NETWORKS shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service IRIS NETWORKS' Remote Collocation Space. Upon request, BellSouth will provide IRIS NETWORKS with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by IRIS NETWORKS. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.

7.8 Virtual Remote Collocation Space Relocation. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and physical Remote Collocation Space has subsequently become available, IRIS NETWORKS may relocate its virtual Remote Collocation arrangements to physical Remote Collocation Space arrangements and pay the appropriate fees for physical Remote Collocation Space and for the rearrangement or reconfiguration of services terminated in the virtual Remote Collocation Space arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Collocation Space may become available at the location requested by IRIS NETWORKS, such information will be provided to IRIS NETWORKS in BellSouth's written denial of physical Remote Collocation Space. To the extent that (i) physical Remote Collocation Space becomes available to IRIS NETWORKS within one hundred eighty (180) calendar days of BellSouth's written denial of IRIS NETWORKS' request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) IRIS NETWORKS was not informed in the written denial that physical Remote Collocation Space would become available within such one hundred eighty (180) calendar days, then IRIS NETWORKS may relocate its virtual Remote Collocation Space arrangement to a physical Remote Collocation Space arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Collocation Space. IRIS NETWORKS must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.

7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the

configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill IRIS NETWORKS an Application Fee as set forth in Exhibit B for these charges on the date that BellSouth provides an Application Response.

- 7.9.1 In Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO.
- 7.10 Cancellation. If, at any time prior to space acceptance, IRIS NETWORKS cancels its order for the Remote Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable nonrecurring rate for any and all work processes for which work has begun. In Georgia, if IRIS NETWORKS cancels its order for Remote Collocation Space at any time prior to space acceptance, BellSouth will bill IRIS NETWORKS for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.
- 7.11 Licenses. IRIS NETWORKS, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and occupy the Remote Collocation Space.
- 7.12 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
8. Rates and Charges
- 8.1 Recurring Charges. If IRIS NETWORKS has met the applicable fifteen (15) calendar day walkthrough interval(s) specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that IRIS NETWORKS fails to complete an acceptance walkthrough within the applicable fifteen (15) calendar day interval(s), billing for recurring charges will commence on the Space Ready Date. If IRIS NETWORKS occupies the space prior to the Space Ready Date, the date IRIS NETWORKS occupies the space becomes the new Space Acceptance Date and billing for recurring charges begin on that date.

- 8.2 Application Fee. BellSouth shall assess an Application Fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6.10 (Application Response). This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.
- 8.2.1 In Tennessee, the applicable application fee is the planning fee for both Initial Applications and Subsequent Applications placed by IRIS NETWORKS. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.
- 8.3 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power IRIS NETWORKS' equipment. IRIS NETWORKS shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible.
- 8.4 Power. BellSouth shall make available -48 Volt (-48V) DC power for IRIS NETWORKS' Remote Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at IRIS NETWORKS' option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for IRIS NETWORKS' equipment exceeds the capacity available, then such power requirements shall be assessed on an individual case basis. BellSouth will revise recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by IRIS NETWORKS' BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from IRIS NETWORKS certifying the completion of the power reduction, including the removal of the power cabling by IRIS NETWORKS' BellSouth Certified Supplier.
- 8.4.1 Adjacent Collocation Power. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by IRIS NETWORKS' BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. IRIS NETWORKS' BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At IRIS NETWORKS' option, IRIS NETWORKS may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

8.5 Security Escort. A security escort will be required whenever IRIS NETWORKS or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and IRIS NETWORKS shall pay for such half-hour charges in the event IRIS NETWORKS fails to show up.

8.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

9. Insurance

9.1 IRIS NETWORKS shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.

9.2 IRIS NETWORKS shall maintain the following specific coverage:

9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of IRIS NETWORKS' real and personal property situated on or within BellSouth's Remote Site Location.

9.2.4 IRIS NETWORKS may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) calendar days notice to IRIS NETWORKS to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

9.4 All policies purchased by IRIS NETWORKS shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all of IRIS NETWORKS' property has been removed from BellSouth's Remote Site Location, whichever period is longer. If IRIS NETWORKS fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from IRIS NETWORKS.

9.5 IRIS NETWORKS shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. IRIS NETWORKS shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from IRIS NETWORKS' insurance company. IRIS NETWORKS shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

9.6 IRIS NETWORKS must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

9.7 Self-Insurance. If IRIS NETWORKS' net worth exceeds five hundred million dollars (\$500,000,000), IRIS NETWORKS may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. IRIS NETWORKS shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to IRIS NETWORKS in the event that self-insurance status is not granted to IRIS NETWORKS. If BellSouth approves IRIS NETWORKS for self-insurance, IRIS NETWORKS shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of IRIS NETWORKS' corporate officers. The ability to self-insure shall continue so long as IRIS NETWORKS meets all of the requirements of this Section. If IRIS NETWORKS subsequently no longer satisfies this Section, IRIS NETWORKS is required to purchase insurance as indicated by Sections 9.2.1 and Section 9.2.2.

9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days'

notice to IRIS NETWORKS to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or IRIS NETWORKS), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

- 11.1 BellSouth may conduct an inspection of IRIS NETWORKS' equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between IRIS NETWORKS' equipment and equipment of BellSouth. BellSouth may conduct an inspection if IRIS NETWORKS adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide IRIS NETWORKS with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, IRIS NETWORKS will be required, at its own expense, to conduct a statewide investigation of criminal history records for each IRIS NETWORKS employee hired in the past five years being considered for work on the BellSouth Remote Site Location, for the states/counties where the IRIS NETWORKS employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. IRIS NETWORKS shall not be required to perform this investigation if an affiliated company of IRIS NETWORKS has performed an investigation of the IRIS NETWORKS employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if IRIS NETWORKS has performed a pre-employment statewide investigation of criminal history records of the IRIS NETWORKS employee for the states/counties where the IRIS NETWORKS

employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

- 12.2 IRIS NETWORKS will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 IRIS NETWORKS shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in the Remote Collocation Space or other areas in or around the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and IRIS NETWORKS' name. BellSouth reserves the right to remove from its Remote Site Location any employee of IRIS NETWORKS not possessing identification issued by IRIS NETWORKS or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. IRIS NETWORKS shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. IRIS NETWORKS shall be solely responsible for ensuring that any Guest(s) of IRIS NETWORKS is in compliance with all subsections of this Section.
- 12.4 IRIS NETWORKS shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. IRIS NETWORKS shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any IRIS NETWORKS personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that IRIS NETWORKS chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, IRIS NETWORKS may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
 - 12.4.1 IRIS NETWORKS shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
 - 12.4.2 IRIS NETWORKS shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former supplier of BellSouth and whose access to a BellSouth Remote Site Location was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each IRIS NETWORKS employee or agent hired by IRIS NETWORKS within five years of being considered for work on the BellSouth Remote Site Location, who requires access to a BellSouth Remote Site Location pursuant to this Attachment, IRIS NETWORKS shall furnish BellSouth, prior to an employee gaining such access,

a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, IRIS NETWORKS will disclose the nature of the convictions to BellSouth at that time. In the alternative, IRIS NETWORKS may certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

- 12.5.1 For all other IRIS NETWORKS employees requiring access to a BellSouth Remote Site Location pursuant to this Attachment, IRIS NETWORKS shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, IRIS NETWORKS shall promptly remove from BellSouth's Remote Site Location any employee of IRIS NETWORKS BellSouth does not wish to grant access to its Remote Site Location 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of IRIS NETWORKS is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview IRIS NETWORKS' employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to IRIS NETWORKS' Security representative of such interview. IRIS NETWORKS and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving IRIS NETWORKS' employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill IRIS NETWORKS for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that IRIS NETWORKS' employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill IRIS NETWORKS for BellSouth property, which is stolen or damaged where an investigation determines the culpability of IRIS NETWORKS' employees, agents, or suppliers and where IRIS NETWORKS agrees, in good faith, with the results of such investigation. IRIS NETWORKS shall notify BellSouth in writing immediately in the event that the IRIS NETWORKS discovers one of its employees already working on the BellSouth Remote Site Location is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Remote Site Location, any employee found to have violated the security and safety requirements of this section. IRIS NETWORKS shall hold

BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth's Remote Site Location.

- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Remote Site Location. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Remote Collocation Space

- 13.1 In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for IRIS NETWORKS' permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for IRIS NETWORKS' permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to IRIS NETWORKS, except for improvements not to the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. IRIS NETWORKS may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If IRIS NETWORKS' s acceleration of the project increases the cost of the project, then those additional charges will be incurred by IRIS NETWORKS. Where allowed and where practical, IRIS NETWORKS may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, IRIS NETWORKS shall be

entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for IRIS NETWORKS' permitted use, until such Remote Collocation Space is fully repaired and restored and IRIS NETWORKS' equipment installed therein (but in no event later than thirty (30) calendar days after the Remote Collocation Space is fully repaired and restored). Where IRIS NETWORKS has placed a Remote Site Adjacent Arrangement pursuant to Section 3.4, IRIS NETWORKS shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

14. Eminent Domain

- 14.1 If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and IRIS NETWORKS shall each have the right to terminate this Attachment with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

15. Nonexclusivity

- 15.1 IRIS NETWORKS understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and IRIS NETWORKS agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and IRIS NETWORKS shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. IRIS NETWORKS should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for IRIS NETWORKS to follow when working at a BellSouth Remote Site Location (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. IRIS NETWORKS will require its suppliers, agents and others accessing the BellSouth Remote Site Location to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by IRIS NETWORKS when operating in the BellSouth Remote Site Location.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the IRIS NETWORKS space with proper notification. BellSouth reserves the right to stop any IRIS NETWORKS work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Remote Site Location.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Remote Site Location by IRIS NETWORKS are owned by IRIS NETWORKS. IRIS NETWORKS will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by IRIS NETWORKS or different hazardous materials used by IRIS NETWORKS at the BellSouth Remote Site Location. IRIS

tubes, solvents & cleaning materials)	regulations Pollution liability insurance EVET approval of supplier	<ul style="list-style-type: none"> • Std T&C 660-3 • Approved Environmental Vendor List (Contact RCM Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	<ul style="list-style-type: none"> • Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Remote Site Location)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Remote Site Location (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Performance of services in accordance with BST's environmental M&Ps</p> <p>Insurance</p>	<ul style="list-style-type: none"> • Std T&C 450 • Std T&C 450-B • (Contact RCM Representative for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact RCM Representative)
Maintenance/operations work which may produce a waste Other maintenance work	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Protection of BST employees and equipment</p>	<ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and</p>	<ul style="list-style-type: none"> • -Procurement Manager (CRES Related Matters)-BST Supply Chain Services • Fact Sheet Series 17000

	equipment	<ul style="list-style-type: none"> • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact RCM Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<ul style="list-style-type: none"> • GU-BTEN-001BT, Chapter 3 <p>For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740</p>

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a remote site location which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

RCM – Regional Collocation Manager

Std T&C - Standard Terms & Conditions

COLLOCATION - Tennessee																	
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4			Exhibit: B		
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First			OSS Rates (\$)			Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
												SOMAN	SOMAN	SOMAN			

COLLOCATION - Tennessee

[illegible]

COLLOCATION - Tennessee																	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted ELEC per LSR	Svc Order Submitted Manually per LSR	Attachment: 4			Exhibit: B		
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First			Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
	POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANLUEA,UDN,U DC,UALUHL,UCL,U EQ,CLO,WDSL,W DSIS,USL,UTTD1, UXTD1,UNC1X, ULDD1,USLEL, UNLD1	PE1PG	1.20											
	POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANLUEA,UDN,U DC,UALUHL,UCL,U EQ,CLO,UE3, UTTD3, UXTD3, UXTS1, UNC3X, UNC3X, ULDD3, UTTS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	8.00											
	POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, Per Cross-Connect			UEANLUEA,UDN,U DC,UALUHL,UCL,U EQ,CLO, ULDD3, ULD12, ULDD48, UITD3, UT1T12, UIT48, UDLO3, UDL12, UDF	PE1B2	38.79											
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANLUEA,UDN,U DC,UALUHL,UCL,U EQ,CLO, ULDD3, ULD12, ULDD48, UITD3, UT1T12, UIT48, UDLO3, UDL12, UDF	PE1B4	52.31											
	Physical Collocation - Request Resend of CFA Information, per CLLI			CLO	PE1C9		77.67										
	Nonrecurring Collocation - Cable Records - per request			CLO	PE1C9		1,711.00										
	Nonrecurring Collocation - Cable Records - VG/DSO Cable, per cable record			CLO	PE1C9		925.06										
	Nonrecurring Collocation - Cable Records - VG/DSO Cable, per each 100 pair			CLO	PE1C9		18.05	18.05									
	Nonrecurring Collocation - Cable Records - DS1, per T1TIE			CLO	PE1C1		8.45	8.45									
	Nonrecurring Collocation - Cable Records - DS3, per T3TIE			CLO	PE1C3		29.57	29.57									
	Nonrecurring Collocation - Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1C8		279.42	279.42									
	Physical Collocation - Cageless - Security Escort - Basic, per Half Hour			CLO	PE1ZM		33.15	20.44									
	Physical Collocation - Cageless - Security Escort - Overtime, per Half Hour			CLO	PE1ZN		41.50	25.61									
	Physical Collocation - Cageless - Security Escort - Premium, per Half Hour			CLO	PE1ZO		49.86	30.79									
	Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLO,RS	PE1BT		33.91	21.49									
	Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLO,RS	PE1OT		44.17	27.76									
	Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLO,RS	PE1PT		54.42	34.02									
	V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV		33.00										
	V to P Conversion, Per Customer Request-DS0			CLO	PE1BO		33.00										
	V to P Conversion, Per Customer Request-DS1			CLO	PE1B1		52.00										
	V to P Conversion, Per Customer Request-DS3			CLO	PE1B3		52.00										
	V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR		28.00										
	V to P Conversion, Per Customer Request per DSO Circuit Reconfigured			CLO	PE1BP		23.00										

COLLOCATION - Tennessee																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Manually per LSR	Svc Order Submitted Elec per LSR	Attachment: 4		Exhibit: B		
						Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME	SOMAN	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
	V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured	I	CLO	PEIBS		33.00										
	V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured	I	CLO	PEIBE		37.00										
	V to P Conversion, Cable Pairs Assigned to Cello Space per 700 pairs or fraction thereof	I	CLO	PEIB7		592.00										
	Physical Caged Collocation-App Cost(initial & sub)-Planning, per request		CLO	PEIAC		16.16	2,903.66		2,903.66							
	Physical Caged Collocation-Space Prep-Grounding, per location		CLO	PEIBB		4.32										
	Physical Caged Collocation-Space Prep-Power Delivery, per 40 amp Feed		CLO	PEISN		142.40										
	Physical Caged Collocation-Space Prep-Power Delivery, per 100 amp Feed		CLO	PEISO		185.72										
	Physical Caged Collocation-Space Prep-Power Delivery, per 200 amp Feed		CLO	PEISP		242.05										
	Physical Caged Collocation-Space Enclosure-Cage Preparation, per first 100 sq. ft.		CLO	PEIS1		110.97										
	Physical Caged Collocation-Space Enclosure-Cage Preparation2, per add'l 50 sq. ft.		CLO	PEIS5		55.49										
	Physical Caged collocation-Cable Installation-Entrance Fiber Structure, interduct per ft.		CLO	PEICP		0.0156										
	Physical Caged Collocation-Cable Installation-Entrance Fiber, per cable		CLO	PEICQ		2.56	944.27									
	Physical Caged Collocation-Floor Space-Land & Buildings, per sq. ft.		CLO	PEIFS		5.94										
	Physical Caged Collocation-Cable Support Structure-Cable Racking, per entrance cable		CLO	PEICS		21.47										
	Physical Caged Collocation-Power-Power Construction, per amp DC plant		CLO	PEIPN		3.55										
	Physical Caged Collocation-Power-Power Consumption, per amp AC usage		CLO	PEIPO		2.03										
	Physical Caged Collocation-2-wire Cross Connects-Voice Grade ckt, per ckt.		CLO	PEI2C		0.0475	7.68									
	Physical Caged Collocation-4-wire Cross Connects-Voice Grade Ckts, per ckt.		CLO	PEI4C		0.0475	7.68									
	Physical Caged Collocation-DS1 Cross Connects-connection to DCS, per ckt.		CLO	PEI1S		7.68	41.65									
	Physical Caged Collocation-DS1 Cross Connects-Connection to DSX, per ckt.		CLO	PEI1X		0.38	41.65									
	Physical Caged Collocation-DS3 Cross Connects-Connection to DCS, per ckt.		CLO	PEI3S		53.96	298.03									
	Physical Caged Collocation-DS3 Cross Connects-Connection to DSX, per ckt.		CLO	PEI3X		9.32	298.03									
	Physical Caged Collocation-Security Access-Access Cards, per 5 Cards		CLO	PEIA2		76.10										
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.		CLO,UDF	PEIES		0.0013										
	Physical Collocation - Cageless - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.		CLO	PEIZH		0.0031										
	Physical Collocation - Cageless - Co-Carrier Cross Connects- Fiber Cable Support Structure, per cable		CLO	PEIZK		555.03										
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.		CLO	PEIDS		0.0019										
	Physical Collocation - Cageless - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft.		CLO	PEIZJ		0.0045										
	Physical Collocation - Cageless - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable		CLO	PEIZL		555.03										

COLLOCATION - Tennessee										Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	First	SOMECH	SOMAN	SOMAN	SOMAN
	Physical Collocation - Co-Carrier Cross Connects Only - Application Fee, per application						585.09						
ADJACENT COLLOCATION													
	Adjacent Collocation - Space Charge per Sq. Ft.		GLO		PE1DT								
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.				PE1JA	0.0656							
	Adjacent Collocation - 2-Wire Cross-Connects				PE1JC	5.53							
					PE1P2	0.34	11.12	10.18	11.33		1.77	1.77	1.12
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UCL,UCL									
	Adjacent Collocation - DST Cross-Connects				PE1P4	0.33	11.30	10.31	11.62				1.12
	Adjacent Collocation - DS3 Cross-Connects				PE1P1	1.70	28.39	16.88	11.85		1.77	1.77	1.12
	Adjacent Collocation - 2-Fiber Cross-Connect				PE1P3	19.03	26.23	15.51	13.40		1.77	1.77	1.12
	Adjacent Collocation - 4-Fiber Cross-Connect				PE1F2	3.49	26.23	15.51	13.41		1.77	1.77	1.12
	Adjacent Collocation - Application Fee				PE1F4	6.50	29.75	19.02	17.60		1.77	1.77	1.12
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp				PE1JB		2,973.00						1.12
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp				PE1FB	5.81							
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp				PE1FD	11.64							
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp				PE1FE	17.45							
					PE1FG	40.30							
PHYSICAL COLLOCATION IN THE REMOTE SITE													
	Physical Collocation in the Remote Site - Application Fee				PE1RA		580.20		312.76				
	Cabinet Space in the Remote Site per Bay/ Rack				PE1RB	220.41							
	Physical Collocation in the Remote Site - Security Access - Key Report per Premises Requested				PE1RD		24.69						
	Physical Collocation in the Remote Site - Remote Site CLU/ Code Request, per CLU Code Requested				PE1SR		218.49						
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO				PE1RE		70.81						
					PE1RR		234.15						
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT													
	Remote Site-Adjacent Collocation - AC Power, per breaker amp				PE1RS	6.27							
	Remote Site-Adjacent Collocation - Real Estate, per square foot				PE1RT								
	Remote Site-Adjacent Collocation-Application Fee				PE1RU	0.134	755.62	755.62					
VIRTUAL COLLOCATION													
	Virtual Collocation - Application Fee				EAFF		2,633.00	2,633.00					
	Virtual Collocation - Cable Installation Cost, per cable				ESPCX		1,749.00	1,749.00			2.07	2.81	0.67
	Virtual Collocation - Floor Space, per sq. ft.				AMTFS	3.91					2.07	2.81	0.67
	Virtual Collocation - Power, per fused amp				ESPVX	6.79							
	Virtual Collocation - Cable Support Structure, per entrance cable				ESPAK								
					ESPSX	17.87							
				UEAN,UEA,UDN,U DC,UAL,UHL,UCL,U EO,AMTFS,UDL,UNCVX,UNCDCX,UNCNX									
	Virtual Collocation - 2-wire Cross Connects (loop)				UEAC2	0.57	11.62	9.90	10.38		2.07	2.81	0.67
													1.41
	Virtual Collocation - 4-wire Cross Connects (loop)				UEAC4	0.57	11.81	10.04	10.44		2.07	2.81	0.67
													1.41
	Virtual Collocation - 2-Fiber Cross Connects				CNC2F	3.03	41.56	29.82	12.96		2.69	2.69	1.56

COLLOCATION - Tennessee															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Attachment: 4		Exhibit: B			
						Nonrecurring First	Add'l	First	Add'l	SOMECS	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st	SOMAN
						Rec									
	Virtual Collocation - 4-Fiber Cross Connects			AMTFS, UDL12, UDL03, U1T48, U1T12, U1T03, ULD03, ULD12, ULD48, UDF	CNC4F	6.06	50.53	38.78	14.35						
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL, ULC, AMTFS, ULR, UXTD1, UNCIX, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	1.32	32.22	17.76	8.75						
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, ULC, AMTFS, U E3, U1TD3, UXTS1, UXTD3, UNC3X, UNC3X, ULDD3, U1T51, ULDS1, UDL5X, UNLD3	CND3X	12.32	29.97	16.30	8.99						
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE10B	0.0031									
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE10D	0.0045									
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			AMTFS	VE10C		555.03								
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE10E		555.03								
	Virtual Collocation Cable Records - per request			AMTFS	VE10A		1,711.00								
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE10B		925.06								
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE10C		18.05	18.05							
	Virtual Collocation Cable Records - DS1, per T1T1E			AMTFS	VE10D		8.45	8.45							
	Virtual Collocation Cable Records - DS3, per T3T1E			AMTFS	VE10E		29.57	29.57							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE10F		279.42	279.42							
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		33.15	20.44							
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		41.50	25.61							
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		49.86	30.79							
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		30.64	30.64							
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.77	35.77							
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90	40.90							
VIRTUAL COLLOCATION															
	Virtual Collocation - 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.30	19.20	19.20							
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.30	19.20	19.20							
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.30	19.20	19.20							
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.30	19.20	19.20							
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	VE1R2	0.30	19.20	19.20							
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.30	19.20	19.20							
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.50	19.20	19.20							
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

Attachment 7

Billing

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BILLING

1. PAYMENT AND BILLING ARRANGEMENTS

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

- 1.1 Billing. BellSouth will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information System (CRIS) depending on the particular service(s) provided to Iris Networks under this Agreement. BellSouth will format all bills in Carrier Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the applicable industry forum.

- 1.1.1 BellSouth will render bills each month on established bill days for each of Iris Networks's accounts. If either Party requests multiple billing media or additional copies of the bills, the Billing Party will provide these at a reasonable cost.

- 1.1.2 BellSouth will bill Iris Networks in advance for collocation services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.

- 1.1.3 BellSouth will not perform billing and collection services for Iris Networks as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.

- 1.1.4 In the event that this Agreement or an amendment to this Agreement effects a rate change to recurring rate elements that are billed in advance, BellSouth will make an adjustment to such recurring rates billed in advance and at the previously effective rate. The adjustment shall reflect billing at the new rates from the Effective Date of the Agreement or amendment.

- 1.2 Establishing Accounts. After submitting a credit profile and deposit, if required, Iris Networks will provide the appropriate BellSouth contact the necessary documentation to enable BellSouth to establish accounts for Collocation. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Operating Company Number (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, Iris Networks may not order services under a new account established in accordance

with this Section 1.2 until 30 days after all information specified in this Section 1.2 is received from Iris Networks.

- 1.2.1 OCN. If Iris Networks needs to change its OCN(s) under which it operates when Iris Networks has already been conducting business utilizing those OCN(s), Iris Networks shall bear all costs incurred by BellSouth to convert Iris Networks to the new OCN(s). OCN conversion charges include all time required to make system updates to all of Iris Networks' end user customer records and will be handled by the BFR/NBR process.
- 1.2.2 Payment Responsibility. Payment of all charges will be the responsibility of Iris Networks. Iris Networks shall make payment to BellSouth for all services billed. Payments made by Iris Networks to BellSouth as payment on account will be credited to Iris Networks' accounts receivable master account. BellSouth will not become involved in billing disputes that may arise between Iris Networks and Iris Networks' customer.
- 1.3 Payment Due. Payment for services provided will be due on or before the next bill date and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.
- 1.4 If the payment due date falls on a Sunday or on a Holiday that is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.6, below, shall apply.
- 1.5 Tax Exemption. Upon BellSouth's receipt of tax exemption certificate, the total amount billed to Iris Networks will not include those taxes or fees from which Iris Networks is exempt. Iris Networks will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of Iris Networks.
- 1.6 Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date multiplied by a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section E2 of the Intrastate Access Tariff, as appropriate. In addition to any applicable late payment charges, Iris Networks may be charged a fee for all returned checks pursuant to the applicable state law.

- 1.7 Discontinuing Service to Iris Networks. The procedures for discontinuing service to Iris Networks are as follows:
- 1.7.1 BellSouth reserves the right to suspend or terminate service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by Iris Networks of the rules and regulations of BellSouth's tariffs.
- 1.7.2 BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 2, is not received by the bill date in the month after the original bill date, BellSouth will provide written notice to Iris Networks that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, and all other amounts not in dispute that become past due before refusal, incompleteness or suspension, is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, provide written notice to the person designated by Iris Networks to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to Iris Networks if payment of such amounts, and all other amounts not in dispute that become past due before discontinuance, is not received by the thirtieth day following the date of the initial notice.
- 1.7.3 In the case of discontinuance of services, all billed charges, as well as applicable termination charges, shall become due.
- 1.7.4 BellSouth will reestablish service for Iris Networks upon payment of all past due charges and the appropriate connection fee subject to BellSouth's normal application procedures. Iris Networks is solely responsible for notifying the impacted third party of the proposed disconnection of the service.
- 1.8 Deposit Policy. Iris Networks shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. Any such security deposit shall in no way release Iris Networks from its obligation to make complete and timely payments of its bill. Iris Networks shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in Iris Networks' "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected

under this Section shall not exceed two months' estimated billing. In the event Iris Networks fails to remit to BellSouth any deposit requested pursuant to this Section, service to Iris Networks may be terminated in accordance with the terms of Section 1.7 of this Attachment, and any security deposits will be applied to Iris Networks' account(s). In the event Iris Networks defaults on its account, service to Iris Networks will be terminated and any security deposits will be applied to Iris Networks' account.

- 1.9 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, disconnection of services for nonpayment of charges, and rejection of additional orders from Iris Networks, shall be forwarded to the individual and/or address provided by Iris Networks in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by Iris Networks as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written notice from Iris Networks to BellSouth's billing organization, a final notice of disconnection of services purchased by Iris Networks under this Agreement shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement at least 30 days before BellSouth takes any action to terminate such services.

2. **BILLING DISPUTES**

- 2.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. Iris Networks shall report all billing disputes to BellSouth using the Billing Adjustment Request Form (RF 1461) provided by BellSouth. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.
- 2.2 For purposes of this Section 2, a billing dispute means a reported dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. By way of example and not by limitation, a billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved in favor of the billing Party, the disputing Party will

make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

2.3

If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge and interest, where applicable, shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date multiplied by the late factor as set forth in Section E2 of the Access Service Tariff. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.

Attachment 10

BellSouth Disaster Recovery Plan

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1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed by BellSouth to hasten the recovery process in accordance with the Telecommunications Service Priority (TSP) Program established by the Federal Communications Commission to identify and prioritize telecommunication services that support national security or emergency preparedness (NS/EP) missions. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage, and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only, BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long-term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to ensure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos-containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Midtown 1 Building in Atlanta, Georgia. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available, leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of whose equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELL SOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the

completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in Section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency; and
- e) If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELL SOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in Section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 ACRONYMS

CLEC	-	Competitive Local Exchange Carrier
CO	-	Central Office (BellSouth)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (BellSouth)
NMC	-	Network Management Center
SWC	-	Serving Wire Center (BellSouth switch)
T1	-	Facility that carries 24 circuits
TSP	-	Telecommunications Service Priority

Hurricane Information

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to <http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm>.

BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

Attachment 11

Bona Fide Request and New Business Request Process

BONA FIDE REQUEST AND NEW BUSINESS REQUEST PROCESS

1.0 The Parties agree that Iris Networks is entitled to order any Unbundled Network Element, Interconnection option, service option or Resale Service required to be made available by FCC or Commission requirements pursuant to the Communications Act of 1934, as modified by the Telecommunications Act of 1996 (the "Act"). Iris Networks also shall be permitted to request the development of new or revised facilities or service options which are not required by the Act. Procedures applicable to requesting the addition of such facilities or service options are specified in this Attachment 11.

2.0 BONA FIDE REQUEST

2.1 A Bona Fide Request (BFR) is to be used when Iris Networks makes a request of BellSouth to provide a new or modified Unbundled Network Element, Interconnection option, or other service option (Requested Services) pursuant to the Act that was not previously included in this Agreement.

2.2 A BFR shall be submitted in writing by Iris Networks and shall specifically identify the requested service date, technical requirements, space requirements and/or such other specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request shall also include Iris Networks's designation of the request as being pursuant to the Telecommunications Act of 1996 (i.e. a BFR). The request shall be sent to Iris Networks's designated BellSouth Sales contact.

2.3 If BellSouth determines that the preliminary analysis of the requested BFR is of such complexity that it will cause BellSouth to expend inordinate resources to evaluate the BFR, BellSouth shall notify Iris Networks within ten (10) business days of BellSouth's receipt of BFR that a fee will be required prior to the evaluation of the BFR. Iris Networks shall submit such fee within thirty (30) business days of BellSouth's notice that a fee is required. Within thirty (30) business days of BellSouth's receipt of the fee, BellSouth shall respond to Iris Networks by providing a preliminary analysis of such Requested Services that are the subject of the BFR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested Services or confirm that BellSouth will not offer the Requested Services. If the preliminary analysis states that BellSouth will not offer the Requested Services, BellSouth will provide an explanation of

why the request is not technically feasible, does not qualify as a BFR for the Requested Services or is otherwise not required to be provided under the Act. If preliminary analysis of the requested BFR is not of such complexity that it will cause BellSouth to expend inordinate resources to evaluate the BFR, within thirty (30) business days of its receipt of the BFR, BellSouth shall respond to Iris Networks by providing a preliminary analysis of such Requested Services that are the subject of the BFR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested Services or confirm that BellSouth will not offer the Requested Services. If the preliminary analysis states that BellSouth will not offer the Requested Services, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the Requested Services or is otherwise not required to be provided under the Act.

- 2.4 Iris Networks may cancel a BFR at any time. If Iris Networks cancels the request more than ten (10) business days after submitting the BFR request, Iris Networks shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation in addition to any fee submitted in accordance with Section 2.3 above.
- 2.5 Iris Networks will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the BFR as set forth in Section 2.4. Acceptance of the preliminary analysis must be in writing and accompanied by all nonrecurring charges quoted in the preliminary analysis. The nonrecurring charges as stated in the preliminary analysis cover the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the BFR (Development Costs). Development costs are non-refundable. If Iris Networks fails to respond within this 30-day period, the BFR will be deemed cancelled.
 - 2.5.1 BellSouth shall propose a firm price quote and a detailed implementation plan within thirty (30) business days of receipt of Iris Networks's acceptance of the preliminary analysis.
 - 2.5.2 Iris Networks shall have thirty (30) business days from receipt of firm price quote to accept or deny the firm price quote and submit any additional nonrecurring, non-refundable fees quoted in the firm price quote.
- 2.6 Unless Iris Networks agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission.

2.7 If Iris Networks believes that BellSouth's firm price quote is not consistent with the requirements of the Act, or if either Party believes that the other is not acting in good faith in requesting, negotiating or processing the BFR, either Party may seek FCC or Commission arbitration, as appropriate, to resolve the dispute. Any such arbitration applicable to Unbundled Network Elements and/or Interconnection shall be conducted in accordance with standards prescribed in Section 252 of the Act.

2.8 Upon agreement to the rates, terms and conditions of a BFR, an amendment to this Agreement may be required.

3.0 **NEW BUSINESS REQUEST**

3.1 A New Business Request (NBR) is to be used by Iris Networks to make a request of BellSouth for a new or modified feature or capability of an existing product or service, a new product or service that is not deployed within the BellSouth network or operations and business support systems, or a new or modified service option that was not previously included in this Agreement (Requested Enhanced Services).

3.2 An NBR shall be submitted in writing by Iris Networks and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. The request shall be sent to Iris Networks's designated BellSouth Sales contact.

3.3 If BellSouth determines that the preliminary analysis of the requested NBR is of such complexity that it will cause BellSouth to expend inordinate resources to evaluate the NBR, BellSouth shall notify Iris Networks that a fee will be required prior to the evaluation of the NBR. Iris Networks shall submit such fee within ten (10) business days of BellSouth's notice that a fee is required. BellSouth shall use reasonable efforts to respond to the NBR within (30) business days following BellSouth's receipt of the fee by providing a preliminary analysis of such Requested Enhanced Services that are the subject of the NBR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested Enhanced Services or confirm that BellSouth will not offer the Requested Enhanced Services. If the preliminary analysis states that BellSouth will not offer the Requested Services, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as an NBR for the Requested Services or is otherwise not required to be provided under the Act. If preliminary analysis of the requested NBR is not of such complexity that it will cause BellSouth to expend inordinate resources to

evaluate the NBR, BellSouth will use reasonable efforts to respond to Iris Networks within thirty (30) business days of its receipt of an NBR by providing a preliminary analysis of such Requested Services that are the subject of the NBR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested Enhanced Services or confirm that BellSouth will not offer the Requested Enhanced Services. If the preliminary analysis states that BellSouth will not offer the Requested Services, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as an NBR for the Requested Services or is otherwise not required to be provided under the Act.

- 3.4 Iris Networks may cancel an NBR at any time. If Iris Networks cancels the request more than ten (10) business days after submitting it, Iris Networks shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the NBR up to the date of cancellation in addition to any fee submitted in accordance with Section 3.3 above.
- 3.5 Iris Networks will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the NBR as set forth in section 3.4. Acceptance of the preliminary analysis must be in writing and accompanied by all nonrecurring charges quoted in the preliminary analysis. The nonrecurring charges as stated in the preliminary analysis cover the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the NBR. If Iris Networks fails to respond within this 30-day period, the NBR will be deemed cancelled.
- 3.6 If Iris Networks accepts the preliminary analysis, BellSouth shall propose a firm price quote and a detailed implementation plan within sixty (60) business days of receipt of Iris Networks's acceptance of the preliminary analysis and nonrecurring fees quoted in the preliminary analysis.
- 3.7 Iris Networks shall have thirty (30) business days from receipt of the firm price quote to accept or deny the firm price quote and submit any additional nonrecurring, non-refundable fees quoted in the firm price quote.
- 3.8 Upon agreement to the terms of a NBR, an amendment to this Agreement, or a separate agreement, may be required.